

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
Agency Process Optimization Services
ISSUED BY Department of Natural Resources and Environmental Control (DNREC)
CONTRACT NUMBER NAT16101-PROCESSOPT

I. Overview

The State of Delaware Department of Natural Resources and Environmental Control (DNREC), seeks professional services to optimize and align agency work practices and to establish common processes to maximize the value of a forthcoming information technology redesign. This request for proposals ("RFP") is issued pursuant to 29 *Del. C.* §§ [6981 and 6982](#).

The proposed schedule of events subject to the RFP is outlined below:

Public Notice	Date: April 29, 2016
Deadline for Questions	Date: May 13, 2016
Response to Questions Posted by:	Date: May 27, 2016
Deadline for Receipt of Proposals Time)	Date: June 17, 2016 at 1:00 PM (Local Time)
Estimated Notification of Award	Date: September 15, 2016

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm's interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3).

The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

MANDATORY PREBID MEETING

A mandatory pre-bid meeting has not been established for this Request for Proposal.

BACKGROUND

The purpose of this Agency Process Optimization (APO) contract is to provide a qualified vendor (or list of prequalified vendors) to assist DNREC with business process evaluation and re-engineering through end-to-end consultation and/or training and coaching support.

Beginning in 2005, DNREC subjected a number of our permitting programs to LEAN reviews with the assistance of the regulated community to achieve reduced air permitting turnaround times of 50% (and eliminated backlog), and reduced brownfield remediation process time by nearly 45%. Additionally these and other efficiencies implemented have allowed the agency to sustain permitting programs and operations with a workforce reduced by 10% since 2008.

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As of today DNREC has met or exceeded Governor Markell's permitting turnaround targets providing predictable 15-day preliminary review and 60-day technical review for most applications. Homeowners and businesses such as realtors and contractors have benefited from the improved efficiencies by time and money saved. Farmers benefited from the permitting reviews through a new program that allows them to receive treated wastewater for crop irrigation with only a permit modification.

To continue sustaining and expanding these early APO efforts, DNREC has embarked a multi-year enterprise-wide content management (ECM) initiative to improve the agency management of information, data and workflows more efficiently through automation and modern content management IT solutions.

Since electronic content management started at DNREC in 1997, a total of 1.2 million records (about 10 million pages) have been electronically scanned and stored. When DNREC started scanning paper files 15 years ago the goal was mainly to convert paper documents to electronic format. This information now resides in various program level repositories and systems that have little if any integration. The initial implementation targeted scanning all site cleanup documents for the Site Investigation and Restoration Section (SIRS). The initial deployment was successful in converting paper documents into digital format so that information was made available online. After the successful initial implementation, DNREC has grown its ECM offering to not only include other divisions and programs within the Agency, but to also implement process automation and integrations with other DNREC systems.

ECM as defined by AIIM (Association of Information and Image Management) "is the strategies, methods and tools used to capture, manage, store, preserve, and deliver content and documents related to organizational processes." ECM tools and strategies allow the management of an organization's unstructured information, wherever that information exists.

Continued improvements for both business processes and information management are needed to enable DNREC to perform timely, predictable and cost effective permitting, implement data driven enforcement strategies, respond effectively to environmental threats and make the wealth of environmental information that is collected more transparent and accessible to the public.

As a precursor to any new ECM automated workflow solutions, DNREC intends to align and streamline agency work practices across programs, and identify and enforce common work processes across agency business functions through the services provided by this contract. APO is essential to ensure that any shared-ECM technology solutions provide the most efficient return.

Anticipated benefits and improved efficiencies would be:

- Quicker turn-around on environmental data and policy analysis requests
- Reduced uncertainty and time to business as well as shortened time from application submittal to permit decision
- Greater percentage of DNREC processes streamlined and information available for businesses, partner agencies and the public
- Improved ability to solicit, receive, review and publish public comments
- Greater amount of structured information available for researchers, partner agencies, municipalities and others

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- Improved efficiency of the complaint follow-up and inspection activities
- Increase reuse of architecture and services from technology investments
- Decreased overall staff burden on business process and maintenance activities associated with DNREC records retention and retrieval for all agency staff regardless of their physical location.

The Agency's strategic goals include (1) continuing to meet and exceed the permitting performance standards established by the Governor and to promote LEAN principles, value-stream mapping, and e-government best practices to accelerate agency business processes while still meeting environmental and natural resource goals and (2) making public information electronically available to anyone, from anywhere, at any time, on any device. In order to meet these goals, the Department of Natural Resources and Environmental Control's (DNREC) established an Enterprise Content Management (ECM) Committee comprised of representatives from each division in DNREC. The Committee presented findings and recommendations discovered during the committee's study to deploy ECM within DNREC at the enterprise level (reference Attachment #13).

II. **Scope of Work/Business Requirements**

Since one of the primary recommendations of the Enterprise Content Management (ECM) Committee was for savings through automation and integration with other line of business applications, further alignment of agency work practices across programs, and identification and enforcement of common processes across agency business functions is critical in order to support these processes with shared technology solutions and services.

The purpose of this contract is to optimize and align agency work practices and to establish common processes to maximize the value of the forthcoming information technology redesign.

1. Project Course of Action

The preferred Course of Action (COA) for the Agency Process Optimization Project is as follows:

1.1 Task Group A – Obtain working knowledge of DNREC's Business Processes and IT redesign plans, likely IT outcomes, and recommend the agency processes that should be optimized in order to achieve the most efficient IT redesign.

The major milestones/deliverables for Task Group A are:

- a. Conduct interviews and fact-gathering as necessary in order to fully understand the range of agency work processes currently conducted among the various units and offices and review DNREC's ECM recommendations (see Attachment #13);
- b. Provide a recommendation on the top 15 agency processes and activities Department-wide that should be altered/optimized/ **(see Attachment #11 for weighted criteria for selecting agency processes)**.

1.2 Task Group B – Develop a repeatable methodology for conducting optimization of business processes, and then conduct the optimization for up to 15 of the agency's processes.

The major milestones/deliverables for Task Group B:

- a. Provide a clearly defined and reproducible methodology (and associated tools, templates, etc.) for conducting the optimization of agency processes;
- b. Facilitate DNREC's selection of up to 15 agency processes using the list of weighted criteria in Attachment #11;

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- c. Provide any initial and on-going orientation and/or training needed for the appropriate DNREC personnel (ranging from senior staff to line personnel) so that they can be effective leaders/participants in the optimization effort; and
- d. Conduct the agency process optimization with selected DNREC staff for up to 15 processes.

1.3 Task Group C – Recommend the pathway for DNREC to continue optimizing all priority agency processes.

The major milestone deliverables for Task Group C are as follows:

- a. Review the methodology used, and the outcomes achieved, for up to 15 agency processes that were optimized in order to identify what worked well and what changes should be made as the agency optimizes its remaining processes;
- b. Develop a recommended pathway for optimizing all remaining agency processes (as identified in Task Group A and as needed for implementation of the most efficient ECM workflows possible) including prioritization of tasks, project timelines, and cost estimates in both staff time and future consultant expenses. This recommendation should be made fully considering the limited available agency staff time.

2. Project Stages and Deliverables

The Contractor will be required to perform all the project stages listed below for each Task Group. Since Task Groups A, B and C will be done closely together or in parallel, some project deliverables could be combined as appropriate and agreed upon in advance by the Contractor and DNREC.

2.1 Project Orientation

The Contractor will:

- a. Participate/host project kick-off meeting to introduce project principals, review project goals, and discuss roles, responsibilities, baseline assumptions, and expectations at a high level;
- b. Start the refinement of the project plan, including all deliverables within and at the end of each project phase or segment as described in the Contractor's proposal;
- c. Create an initial Project Plan with a baseline that will be maintained and updated throughout the life of the project and available to the DNREC Project Manager at all times at all levels of detail;
- d. Identify additional tasks or deliverables needed or recommended. Present the templates/samples that will be used to track and record project performance, workload, and project status, that will be reviewed at each weekly status meeting. Identify any other reports that will be provided and identify their scheduled delivery in the project plan; and
- e. Establish meeting schedules in advance and identify key topics to be reviewed during key meeting dates for scheduling purposes and team preparation. Draft success indicators to measure project success.

Deliverable: At a minimum, the Contractor must accomplish each task listed in the project orientation stage.

2.2 Project Assessment

The Contractor will:

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- a. Conduct meetings with DNREC program staff personnel to determine and verify requirements and technical issues. Meetings/documentation with program staff shall be conducted in lay terms appropriate for the target audiences;
- b. Facilitate stakeholder feedback/input session, making adjustments as authorized by DNREC project managers.; and
- c. Finalize success factors to measure project success.

Deliverable: At a minimum, the Contractor must accomplish each task listed in the project assessment stage.

2.3 Project Closure

The Contractor will:

- a. Produce a post-project evaluation document;
- b. The report will provide an overview each of the Task Groups (A-C), the analysis that was conducted, the recommendations and the pathways for success and any roadblocks to implementation; and
- c. Prepare final invoice for payment, consisting of 10% hold back for each phase of the project.

Deliverable: At a minimum, the Contractor must accomplish each task listed in the project closure stage. The Contractor must deliver a post-project evaluation document and summary report.

3. BASELINE ASSUMPTIONS AND CONSIDERATIONS

- DNREC will provide a primary point of contact (Project Manager: Carla M. Cassell-Carter) for all project communications.
- DNREC will assign one or more program liaisons (as needed) that will act as the conduit to its internal programs for project communications and coordination of required information to be supplied in this project.
- DNREC will provide the Contractor with any existing information the agency has relating to organization structure, mission, strategic plan, and core competencies; existing standards; policies and procedures; data infrastructure and application development; process and workflow diagrams and other program information relative to the scope of this project.
- Deliverables submitted to DNREC for acceptance will be reviewed and either responded to with feedback, or accepted within five (5) business days unless otherwise stated by DNREC Project Manager at the time of submission.
- DNREC will provide adequate workspace, network connections, & phone access for the Contractor's Project Manager and others that are assigned to perform project tasks.

III. Required Information

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the State.

A. Minimum Requirements

1. Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work.

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Prior to the execution of an award document, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required.

2. Vendor shall provide responses to the Request for Proposal (RFP) Scope of Work/Business Requirements and clearly identify capabilities as presented in the General Evaluation Requirements below. All responses must be presented using a numbering and ordering scheme that is easily correlated to this document.
3. Pricing and cost information must be sealed and separate from the rest of the proposal.
4. Complete all appropriate attachments and forms as identified within the RFP.
5. Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the bid solicitation, Section D, Item 7, subsection g (insurance).
6. Provide response to Employing Delawareans Report (Attachment 9)

B. General Evaluation Requirements

The Contractor's proposal and project plan should clearly identify what documents and deliverables will be created during the project. The deliverables described by the Contractor in response to the RFP will be used in the Contractor selection process. The Contractor's response to this RFP should outline the methodology that the Contractor will use to develop the documents.

1. Minimum Requirements

The scope of a Contractor's proposal (which will also be a preliminary Project Plan) must include, at a minimum:

- An explanation of the Contractor's proposed methodology for analysis, assessment, and design of this project, including:
 - a. Contractor's approach/methodology for conducting fact-gathering (including staff interviews, as necessary) in order to fully understand the DNREC APO initiative and the agency business processes that may be included in the optimization exercises;
 - b. Contractor's approach to identifying the top 15 agency processes and activities Department-wide that should be altered/optimized/unified to better service our customers and to facilitate the most effective implementation of Electronic Content Management (ECM);
 - c. Contractor's methodology (including associated tools, templates, etc.) for conducting the optimization of agency processes; and
 - d. Contractor's approach to post-project evaluation review of the methodology used and the outcomes achieved.
- A description of the Contractor's experience in performing similar functions in comparable size and scope to this project – specifically for government entities as well as for non-governmental organizations;
- A description of key DNREC agency staff (by role) and/or job description/documentation, to whom the Contractor would need access to perform the Project Plan;

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- A description of key high level tasks, specific Contractor deliverables and assumptions;
- A timeframe associated with each deliverable;
- Identification of Contractor Personnel expected to work on this project, identified by deliverable;
- A description of the Contractor's project management methodology; and
- Resumes for all proposed key Contractor project team members and man-hours assigned to this project. Please include a table shown as follows:

Key Team Members	Role on Project	Time Commitment expressed as hours assigned to project

2. Pricing Requirements

The pricing information must be submitted on a fixed price basis. The pricing proposal must be itemized. Although this is a fixed priced contract, each of the following categories must be itemized separately (see Section II Scope of Work/Business Requirements):

- Project Orientation/Project Kickoff Meeting. Project development: including recommendations on staff training needed; approach to identifying agency processes to focus on; identification of agency teams needed and roles of various team members/sponsors; methodology to be used to analyze agency processes; methodology to be used to ensure implementation of process changes; and establishment of success measures.
- Delivery of Staff Orientation and/or Training needed for implementation of the Agency Process Optimization effort outlined in this RFP (including price per training/orientation session and number of sessions anticipated).
- Project Assessment and recommendations developed for each Agency process to be streamlined, as well as for the entire agency going forward (e.g., for addressing other core agency processes not included in this project).
- Project closure.

The cost information must be sealed and separate from the rest of the proposal. Costs for activities that are not specifically identified in the Contractor's price proposal will not be compensated under any contract awarded pursuant to this RFP.

3. Project Management

The DNREC Agency Process Optimization Project Manager, Carla M. Cassell-Carter, with the assistance of the DNREC Agency Process Optimization Project Team, will be responsible for overall management and oversight of the project. The selected Contractor (the Contractor) will appoint a Project Manager who will be the Contractor's main interface with the DNREC Agency Process Optimization Project Manager.

3.1 Project Manager

Contractors must provide the resume of the proposed Project Manager who will be the selected Contractor's main interface with the DNREC Project Manager. Contractors must also include qualification statements or resumes of other

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proposed project team members. It is highly desirable that the Contractor's Project Manager have experience with government projects, as well as projects that are similar in size and scope to this project.

3.2 Project Manager Responsibilities

The Contractor will appoint a Project Manager who will perform, at a minimum, the following functions:

- Serve as the interface between the DNREC Project Manager and all Contractor personnel participating in this engagement.
- Facilitate daily communication with the DNREC Project Manager. This will be in a combination of telephone, e-mail and in-person communications/meetings. Provide weekly status reports/updates, review of the project plan's performance against the baseline, ensuring timely communications, document management and timely reporting.
- Refine and revise the Project Plan (see Section 3.1 above) as necessary based on information gathered during weekly status meetings and distribute and/or publish to the DNREC Project Manager and other members of the project team.
- Identify and establish key meeting dates in advance which are mapped against the project plan for scheduling purposes and to ensure the project team knows the topics, purpose and outcomes of key meetings.
- Facilitate weekly team and project status meetings and subsequently issue a written summary of the status, identifying key tasks, responsible parties, and due dates on a weekly basis.
- Deliver to the DNREC Project Manager at weekly status meetings, a written report/certification stating the Contractor's good faith evaluation of the likelihood (if any) of any deliverable hereunder not being delivered on or before the date specified in the Project Plan, or on a date specified in an earlier report/certification, or causing the project to be over the agreed upon budget.
- Assist in resolution of project issues and escalate problems within the Contractor's organization if required.

DNREC may require the Contractor to replace its Project Manager if in DNREC's opinion it appears that:

- The Project Manager does not perform at the applicable skill level required to ensure the contract specifications are met;
- The Project Manager does not deliver work which conforms to the performance standards stated in the Contract; or
- Personality conflicts with the Project Manager hinder effective functioning of the Contract.

3.3 Project Plan and Schedule

The Contractor must provide an initial project plan as previously described. The Contractor's Project Manager will refine the initial project plan adding more detail, and establish the Work Breakdown Structure (WBS) for the project. The WBS must include a breakdown of the tasks required to implement each feature to produce its deliverable. The schedule may also be refined to account for this new

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level of detail, but the milestone delivery dates must still correspond to those dates identified in the Contractor's initial project plan.

If it is discovered that changes are required after the contract has been awarded and during the subsequent refinement process, the changes will be addressed as described below in the section "Project Change Orders."

3.4 Risk Management Plan

It is highly desirable that Contractors identify the top ten issues that represent risk to the project's success in terms of achieving the project goals, as well as risks to the schedule, price, functionality and/or quality of the project. The Contractor should provide a contingency plan for mitigating each of these risk factors. DNREC will co-manage this risk mitigation effort with the Contractor throughout the project life cycle.

3.5 Project Status Reporting

The Contractor, through its Project Manager, will be required to provide weekly status reports and an updated project plan / Work Breakdown Structure / Project Schedule to the DNREC Project Manager. The project plan will show performance against a baseline and be supplemented by additional reports as needed. The status reports must include a listing of the tasks performed and the findings for that week. These status reports should also highlight any discrepancies in previously collected data, identify any issues or concerns that the Contractor may have, and list the expected tasks to be completed for the upcoming week. Such reports will at a minimum be in writing to identified parties, and will also include meetings at scheduled intervals with the DNREC Project Manager and with the DNREC Project Team. Questions that arise regarding actions taken during previous periods must be addressed to the satisfaction of the DNREC Project Manager and the DNREC Project Team.

3.6 Project Change Orders

This section defines the formal Project Change Management Process that will be followed throughout the project. This process governs the method by which changes to project scope, timing, and cost are approved and made a part of this SOW during the course of the project. The Contractor will not perform additional work not expressly defined in the agreed to SOW unless an approved Project Change Order ("PCO") governing the change has been approved by both parties.

Upon request from the State of Delaware Project Sponsor or upon identification of a project change by the Contractor Project Manager, a PCO will be developed detailing the justification for the change and the impact of the change to the project including the required revisions to the scope, schedule, and cost. Each PCO will contain a written explanation of the reasons why the Contractor was unable to anticipate the need for additional work, changes, or expenses. The Contractor Project Manager will submit the PCO for review and approval by the State of Delaware Approver. Each PCO shall contain the following written certification:

"I hereby certify that the information reported herein is true,
accurate and complete to the best of my knowledge and belief. I

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understand that these reports are made in support of claims for government funds.”

1. Once submitted, the State of Delaware Approver will approve or reject such PCO within three (3) business days.
2. If the PCO is accepted, the State of Delaware Approver will provide a signed copy of the PCO or email approval signifying the PCO has been accepted to the Contractor Project Manager. The PCO is then considered accepted and the project scope and schedule are modified accordingly.
3. If the PCO is not accepted or rejected within three (3) business days and the State of Delaware Approver does not request additional time to review the PCO, the Contractor Project Team will proceed with the project as if the PCO has been rejected. Rejection of a PCO does not relieve State of Delaware of any fees due. If the project cannot proceed without a decision, the PCO will be tracked and managed as a project issue.
4. If a delay in approving the PCO is outside of the control of the Contractor and the delay results in additional costs to the project, the Contractor Project Manager will notify the State of Delaware Approver and add the additional costs to the pending PCO. In the event of any delay in approving any PCO, the Contractor shall: a) use commercially reasonable efforts to mitigate additional costs due to delays pending approval of a PCO, and b) identify any anticipated additional costs due to such delay in writing. The Contractor reserves the right to suspend work on this project should the State's approval for a PCO require more than 10 business days from submission and no commercially reasonable option is available to redirect assigned resources to other in-scope activities. In the event the project is suspended pending approval of a PCO, the State shall be responsible for project shutdown and restart costs, said costs to be identified in the PCO. The State of Delaware shall only be obligated to pay reasonable additional costs that have been identified in the PCO.

3.7 Project Documentation Repository

The Contractor may be required to establish an extranet that will house all project documentation including this document, status reports, change orders, the project schedule, meeting agendas, minutes, team members and their contact information and other documentation the DNREC Project Manager deems necessary. The extranet will be a secure site and will have one common username and password for access by all DNREC team members. All information in the repository will be made available to DNREC at the conclusion of the project in a format acceptable to DNREC on a CD/DVD.

3.8 Deliverable Acceptance

This section defines the formal Deliverable Acceptance process that will be followed throughout the project. Acceptance of deliverables by State of Delaware indicates that the Contractor has provided the deliverable according to the definition outlined in the SOW. For the purpose of Deliverable Acceptance,

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the term "Deliverable" also applies to deliverables, milestones, as well as services being delivered.

The Contractor Project Manager will prepare a Deliverable Acceptance Form for each completed deliverable and submit the deliverable along with the Deliverable Acceptance Form for review and approval by the authorized State of Delaware approver.

1. Once submitted, State of Delaware approver will be allowed five (5) business days to provide written notice to the Contractor Project Manager of acceptance or rejection of the deliverable.
2. If the deliverable is accepted, State of Delaware approver shall provide to the Contractor Project Manager a signed copy of the Deliverable Acceptance Form or email approval signifying the deliverable has been accepted. The deliverable is then considered complete and any further change requested to the deliverable will be considered a project change and will be handled through the Project Change Management Process. Notwithstanding any other language of this SOW, the Contractor shall remediate any latent defect in a deliverable at no additional cost to the State of Delaware and any such remedial work shall NOT be made the subject of a PCO, unless such latent defect was proximately caused by the State of Delaware and provided such latent defect is discovered during the warranty period.
3. If the deliverable is rejected, State of Delaware approver must provide written explanation as to the reason(s) for the rejection identifying any and all defects to be addressed. Such explanation shall contain sufficient detail to allow the Contractor to address such defects. Once the defects have been addressed, the Deliverable Acceptance process set forth herein will be used to resubmit the deliverable for acceptance.
4. If State of Delaware approver does not provide written acceptance or rejection notification to the Contractor Project Manager within five (5) business days from receipt of the Deliverable Acceptance Form and has not communicated a reason for the delay and a written request for additional time to review the deliverable prior to the end of the fifth (5th) business day as set forth herein, the deliverable shall be deemed accepted as provided in item (2) above.
 - a. In the event that more than five (5) business days for review is requested, both parties must agree on the amount of additional time to be granted to State of Delaware for their review. During such additional time granted to State of Delaware, if any, the Contractor will move forward with the project in order to maintain the established project schedule as if the deliverable were accepted unless communicated otherwise by State of Delaware approver. In the event that the project cannot move ahead, the Contractor Project Team will suspend work on the project, which may result in additional costs being incurred due to project schedule impacts. Delays for approvals of deliverables may result in a change to the project and will be handled through the Project Change Management Process.
 - b. If a delay in the acceptance of any deliverable exceeds five (5) business days due to circumstances beyond the reasonable control of

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the Contractor, or due to additional time granted as set forth in Section 4.a. herein, all milestone payments associated with said delayed deliverables shall be released to the Contractor.

5. State of Delaware will authorize individuals to be designated as State of Delaware's Approver for all deliverables for this project.

4. Quality Assurance

The Agency Process Optimization Project must be managed to ensure quality outcomes and products for DNREC. To that end, the DNREC Proposal Evaluation Team (PET) requires that the Contractor identify in the response to the RFP their Quality Assurance methodology that encompasses a description of roles and responsibilities, and techniques utilized to monitor the project, including but not limited to independent project audits, and risk management planning.

The Contractor must include a description of the Quality Assurance Policy as expressed and implemented by top-level management in the organization. It is desirable that the Contractor describes the standards and metrics, both internally and/or industry-wide, utilized for estimating work effort and for making quality judgments to effectuate high level deliverables.

The Contractor must identify the roles and responsibilities of its staff working on the project. This may be done through identifying specific individuals for project management, and may also include staff who are not specifically identified but their responsibilities are evident due to the nature of the project.

The Contractor must identify its methodology for the review of its tasks/deliverables prior to final approval and/or acceptance by its customers. This methodology also requires the Contractor to identify any milestones where demonstrations and reviews are required as a deliverable.

5. Contractor References and Qualifications

DNREC is seeking a Contractor that can deliver the outcomes sought in an impartial, comprehensive, relevant and timely manner. The successful Contractor should demonstrate this capability by providing examples of:

- Experience with analyzing government agency/business processes for changes/standardization needed to facilitate major, enterprise-wide improvements;
- Experience facilitating requirements for gathering with multiple stakeholders in order to identify agency/business process changes;
- Experience providing the training/orientation needed for agency/business staff in order to accomplish business process optimization/streamlining efforts;
- Experience with customer service, environmental and/or natural resource data systems and IT systems to optimize agency business practices, and related technologies;
- Experience with complex workflow processes, data models, and business process re-engineering;
- Experience with business process streamlining processes that may include, but are not limited to, LEAN, Kaizen, Six Sigma, and Value Stream Mapping, within government organizations and in non-governmental organizations;

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- Experience assisting agencies and businesses with planning for the implementation and success-measure tracking of process streamlining implementation;
- Experience with applying Project Management Body of Knowledge (PMBOK) methodologies; and
- Experience with the agency-process components of complex governmental IT projects.

Contractors must provide at least three (3) references for work performed that is similar in nature to the scope of this RFP. It is strongly recommended that at least two of the references be a governmental entity (state, local or federal). References submitted should also be for projects of comparable size and complexity. In addition, Contractors should include the number of years the organization has been in business, along with years of experience with the various skills mentioned above. In responding to this question Contractors should provide: Reference Company Name (company/agency name), Contact Person, Address, Phone number: Fax number, E-mail address, and a description and dates of services provided. Contractors should anticipate that phone contact with the reference would be made during the reference check period. The DNREC PET may deem the Contractor non-responsive and/or the Contractor's Proposal non-responsive if a provided reference does not meet the PET's full satisfaction.

Contractors are also encouraged to provide any relevant information about their experience involving development of a solution that was part of an enterprise integration project incorporating GIS and environmental data. Prior experience with complex government IT projects and environmental permitting subject matter is preferred.

IV. Professional Services RFP Administrative Information
A. RFP Issuance

1. Public Notice

Public notice has been provided in accordance with 29 *Del. C.* [§6981](#).

2. Obtaining Copies of the RFP

This RFP is available in electronic form through the State of Delaware Procurement website at www.bids.delaware.gov. Paper copies of this RFP will not be available.

3. Assistance to Vendors with a Disability

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

4. RFP Designated Contact

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

Carla M. Cassell-Carter

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DNREC, State of Delaware
89 Kings Highway
Dover, DE 19901
Carla.Carter@state.de.us

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

5. Consultants and Legal Counsel

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact the State's consultant or legal counsel on any matter related to the RFP.

6. Contact with State Employees

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

7. Organizations Ineligible to Bid

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

8. Exclusions

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a vendor who:

- a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d. Has violated contract provisions such as;
 - 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e. Has violated ethical standards set out in law or regulation; and
- f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

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B. RFP Submissions

1. Acknowledgement of Understanding of Terms

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with two (2) paper copies and one (1) electronic copy on CD or DVD media disk, or USB memory drive. Please provide a separate electronic pricing file from the rest of the RFP proposal responses.

DNREC requests that the original and copies be submitted on recycled paper and printed double-sided. Contractors are encouraged to use products which contain recycled materials or are easily recycled. Such products may include, but are not limited to folders, binders, paper clips, envelopes, boxes, etc. Unnecessary samples, attachments, or documents not specifically requested in the RFQ should not be submitted. Please help contribute to a cleaner environment.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **1:00 PM (Local Time) on June 17, 2016**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**Carla M. Cassell-Carter
DNREC, State of Delaware
89 Kings Highway
Dover, DE 19901
Carla.Carter@state.de.us**

Vendors are directed to clearly print “BID ENCLOSED” and “CONTRACT NO. NAT16101-PROCESSOPT” on the outside of the bid submission package.

Any proposal received after the Deadline for Receipt of Proposals date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

3. Proposal Modifications

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or

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considered after the hour and date specified as the deadline for submission of proposals.

4. Proposal Costs and Expenses

The State of Delaware will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor's conference, system demonstrations or negotiation process.

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through June 17, 2017. The State of Delaware reserves the right to ask for an extension of time if needed.

6. Late Proposals

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

7. Proposal Opening

The State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened in the presence of State of Delaware personnel. Any unopened proposals will be returned to the submitting Vendor.

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed in accordance with [Executive Order # 31](#) and Title 29, Delaware Code, [Chapter 100](#).

8. Non-Conforming Proposals

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

9. Concise Proposals

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

10. Realistic Proposals

It is the expectation of the State of Delaware that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

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The State of Delaware shall bear no responsibility or increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

11. Confidentiality of Documents

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the vendor's proposal will be treated as confidential during the evaluation process. As such, vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract unless such disclosure is required by law or by order of a court of competent jurisdiction.

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, [29 Del. C. § 10001, et seq. \("FOIA"\)](#). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. Once a proposal is received by the State of Delaware and a decision on contract award is made, the content of selected and non-selected vendor proposals will likely become subject to FOIA's public disclosure obligations.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the vendor community's desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as "confidential business information"). Proposals must contain sufficient information to be evaluated. If a vendor feels that they cannot submit their proposal without including confidential business information, they must adhere to the following procedure or their proposal may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the vendor's confidential business information may be lost.

In order to allow the State to assess its ability to protect a vendor's confidential business information, vendors will be permitted to designate appropriate portions of their proposal as confidential business information.

Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled "Confidential Business Information" and include the specific RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed. A vendor's allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a proposal or using the procedures discussed herein

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expressly accepts the State's absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a proposal may enter the public domain.

12. Price Not Confidential

Vendors shall be advised that as a publically bid contract, no Vendor shall retain the right to declare their pricing confidential.

13. Multi-Vendor Solutions (Joint Ventures)

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the "**prime contractor**". The "**prime contractor**" must be the joint venture's contact point for the State of Delaware and be responsible for the joint venture's performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendor systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, vendor shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

Multi-vendor proposals must be a consolidated response with all cost included in the cost summary. Where necessary, RFP response pages are to be duplicated for each vendor.

a. Primary Vendor

The State of Delaware expects to negotiate and contract with only one "prime vendor". The State of Delaware will not accept any proposals that reflect an equal teaming arrangement or from vendors who are co-bidding on this RFP. The prime vendor will be responsible for the management of all subcontractors.

Any contract that may result from this RFP shall specify that the prime vendor is solely responsible for fulfillment of any contract with the State as a result of this procurement. The State will make contract payments only to the awarded vendor. Payments to any-subcontractors are the sole responsibility of the prime vendor (awarded vendor).

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.16 regarding multiple source contracting.

b. Sub-contracting

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. **The prime vendor shall be wholly**

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responsible for the entire contract performance whether or not subcontractors are used. Any sub-contractors must be approved by State of Delaware.

c. Multiple Proposals

A primary vendor may not participate in more than one proposal in any form. Sub-contracting vendors may participate in multiple joint venture proposals.

14. Sub-Contracting

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name. Any sub-contractors must be approved by State of Delaware.

15. Discrepancies and Omissions

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, at least ten (10) calendar days prior to the time set for opening of the proposals.

a. RFP Question and Answer Process

The State of Delaware will allow written requests for clarification of the RFP. All questions shall be received no later than **May 13, 2016**. All questions will be consolidated into a single set of responses and posted on the State's website at www.bids.delaware.gov by the date of **May 27, 2016**. Vendor names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

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Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word.

16. State's Right to Reject Proposals

The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the State of Delaware's specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

17. State's Right to Cancel Solicitation

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

18. State's Right to Award Multiple Source Contracting

Pursuant to 29 *Del. C.* [§ 6986](#), the State of Delaware may award a contract for a particular professional service to two or more vendors if the agency head makes a determination that such an award is in the best interest of the State of Delaware.

19. Potential Contract Overlap

Vendors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The State reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

20. Notification of Withdrawal of Proposal

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State of Delaware prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of the State of Delaware at the proposal submission deadline. All proposals received are considered firm offers at that time.

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21. Revisions to the RFP

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at www.bids.delaware.gov . The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

22. Exceptions to the RFP

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be recorded on Attachment 3. Acceptance of exceptions is within the sole discretion of the evaluation committee.

23. Award of Contract

The final award of a contract is subject to approval by the State of Delaware. The State of Delaware has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a vendor of the acceptance of its proposal by the State of Delaware and the subsequent full execution of a written contract will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

a. RFP Award Notifications

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, the State of Delaware will award the contract.

The contract shall be awarded to the vendor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that the State of Delaware is not obligated to award the contract to the vendor who submits the lowest bid or the vendor who receives the highest total point score, rather the contract will be awarded to the vendor whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

After a final selection is made, the winning vendor will be invited to negotiate a contract with the State of Delaware; remaining vendors will be notified in writing of their selection status.

24. Cooperatives

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation.

C. RFP Evaluation Process

An evaluation team composed of representatives of the State of Delaware will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

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The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in a timely manner any and all information that the State of Delaware may deem necessary to make a decision.

1. Proposal Evaluation Team (PET)

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ [6981](#) and [6982](#). The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team shall make a recommendation regarding the award to the DNREC Cabinet Secretary, who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § [6982](#), to award a contract to the successful vendor in the best interests of the State of Delaware.

2. Proposal Selection Criteria

RFP Responses will be evaluated by a Proposal Evaluation Team (PET) comprised of persons designated within DNREC. Upon receipt of the RFP responses, the PET will:

1. Screen all RFPs for completeness. A Contractor's response that fails to address the minimum requirements of this RFP will be deemed non-responsive and may be disqualified from further consideration. Should a response be deemed non-responsive, the PET will determine whether or not to request the Contractor to provide the additional information needed to fulfill the minimum requirements of the RFP. Note: Pricing proposals will not be opened at this time, except that an individual who is not a member of the PET will examine the proposals to view the total price.
2. Score all proposals on content.
3. Call references listed by the Contractors. The PET will factor in responses from references to overall score.
4. Open and score pricing proposals.
5. Invite top Contractors in for final interviews and presentations at the PET's discretion. The highest scoring Contractor will have the first choice of date and time for presentation followed by the next highest, and so on until all finalists are scheduled. The PET will score the interviews and presentations.
6. Calculate final score totals, select a Contractor and award contract.
7. Announce selected Contractor on State of Delaware web site.
8. Schedule debriefings if requested.

For evaluation purposes, the requirements of this RFP have been designated into three types:

1. Mandatory requirements (examples of this use words such as "must," "shall," "will," "will not," etc.);
2. Desirables (examples of this use words such as "may," "could," "desirable," "should," etc.); and

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3. Additional services/features that are not in the RFP but Contractor believes are necessary in order to have a successful deliverable that is responsive to the RFP.

The goal of this RFP is to accomplish the tasks stated in the Scope of Work/Business Requirements Section (Section II) for the best value. Contractors proposing alternatives which provide substantially better or more cost effective performance than achievable under a stated RFP specification, or Contractors that propose discounts, uncharged services or other benefits in addition to the RFP specifications may receive PET preference or additional points.

The PET will evaluate each response on each requirement and assign merit points according to a numerical rating scale. Points will be awarded using predefined metrics where requirements will be measured in a qualitative manner. For other requirements, points will be awarded based upon the Contractor's demonstrated strengths, weaknesses, or responsiveness. For example, it is mandatory for a Contractor to submit a Quality Assurance Plan, but the quality of the submittal may vary depending on the Contractor's experience with similar projects, and other factors. To the extent that a Contractor's response to the requirements demonstrates technical expertise and competence, the Contractor will earn points. Requirements that allow a Contractor to present a viable alternative will be considered and may also earn points.

The PET will evaluate responses to the specifications designated as desirable and assign points based on how well the response addresses the desired task and demonstrates that the Contractor's efforts will contribute to the successful completion of the project in a timely manner.

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 Del. C. §6986. Such selection will be based on the following weighted criteria.

Criteria Weight for Contractor Proposals

The PET will consider five evaluation criteria plus the pricing proposal during its review of a Contractor's proposal. The evaluation criteria, listed below, are organized by order of importance to the PET:

Criteria	Weight
<u>Scope of Work/Business Requirements</u> - The PET will evaluate the Contractor's proposal to deliver the items	25

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Criteria	Weight
specified in the Scope of Work/Business Requirements Section, considering the Contractor's problem resolution methodology, and the Contractor's approach to this project.	
<u>Project Management and Quality Assurance</u> - The PET will review and assess the Contractor's Project Management Plan and Quality Assurance plan. The evaluation will consider the Contractor's ability to complete the project on time, on budget, furnish logical timelines, monitor project progress, and develop contingency plans where warranted. The PET will consider the Contractor's Quality Assurance methodology, risk assessment techniques and risk mitigation measures.	25
<u>Qualifications and References</u> - The PET will review the Contractor references, considering the Contractor's ability to meet the requirements of the RFP by reviewing the Contractor's experience with projects similar in size and scope; the Contractor's track record for delivering similar services on time; and the technical qualifications of the Contractor's project manager and related staff.	25
<u>Pricing Proposal</u> - The PET will evaluate the pricing proposal. This criterion is based on best overall value to DNREC, based upon a proposal that best satisfies the RFP's requirements within the specified timelines.	20
ACA Safe Harbor Fee (reference page 28, section c)	5
Total	100%

Vendors are encouraged to review the evaluation criteria and to provide a response that addresses each of the scored items. Evaluators will not be able to make assumptions about a vendor's capabilities so the responding vendor should be detailed in their proposal responses.

3. Proposal Clarification

The Evaluation Team may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

4. References

The Evaluation Team may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

5. Oral Presentations

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After initial scoring and a determination that vendor(s) are qualified to perform the required services, selected vendors may be invited to make oral presentations to the Evaluation Team. All vendor(s) selected will be given an opportunity to present to the Evaluation Team.

The selected vendors will have their presentations scored or ranked based on their ability to successfully meet the needs of the contract requirements, successfully demonstrate their product and/or service, and respond to questions about the solution capabilities.

The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components. All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

D. Contract Terms and Conditions

1. Contract Use by Other Agencies

REF: Title 29, Chapter 6904(e) Delaware Code. If no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

2. Cooperative Use of Award

As a publicly competed contract awarded in compliance with 29 DE Code Chapter 69, this contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the State Contract Procurement Officer identified in the contract for instruction. Final approval for permitting participation in this contract resides with the Director of Government Support Services and in no way places any obligation upon the awarded vendor(s).

3. General Information

- a. The term of the contract between the successful bidder and the State shall be for two (2) years with three (3) optional extensions for a period of one (1) year for each extension.
- b. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- d. The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow

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agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.

- e. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.
- f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.
- g. The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

4. Collusion or Fraud

Any evidence of agreement or collusion among vendor(s) and prospective vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such vendor(s) void.

By responding, the vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the vendor's proposal preparation.

Advance knowledge of information which gives any particular vendor advantages over any other interested vendor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

5. Lobbying and Gratuities

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

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All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

6. Solicitation of State Employees

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

7. General Contract Terms

a. Independent Contractors

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period. The State of Delaware may provide working space and sufficient supplies and material to augment the Contractor's services.

b. Temporary Personnel are Not State Employees Unless and Until They are Hired

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual

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employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

c. ACA Safe Harbor

The State and its utilizing agencies are not the employer of temporary or contracted staff. However, the State is concerned that it could be determined to be a Common-law Employer as defined by the Affordable Care Act ("ACA"). Therefore, the State seeks to utilize the "Common-law Employer Safe Harbor Exception" under the ACA to transfer health benefit insurance requirements to the staffing company. The Common-law Employer Safe Harbor Exception can be attained when the State and/or its agencies are charged and pay for an "Additional Fee" with respect to the employees electing to obtain health coverage from the Vendor.

The Common-law Employer Safe Harbor Exception under the ACA requires that an Additional Fee must be charged to those employees who obtain health coverage from the Vendor, but does not state the required amount of the fee. The State requires that all Vendors shall identify the Additional Fee to obtain health coverage from the Vendor and delineate the Additional Fee from all other charges and fees. The Vendor shall identify both the Additional Fee to be charged and the basis of how the fee is applied (i.e. per employee, per invoice, etc.). The State will consider the Additional Fee and prior to award reserves the right to negotiate any fees offered by the Vendor. Further, the Additional Fee shall be separately scored in the proposal to ensure that neither prices charged nor the Additional Fee charged will have a detrimental effect when selecting vendor(s) for award.

d. Licenses and Permits

In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § [2502](#).

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Prior to receiving an award, the successful vendor shall either furnish the State of Delaware with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject vendor to applicable fines and/or interest penalties.

e. Notice

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

**Carla M. Cassell-Carter
DNREC, State of Delaware
89 Kings Highway
Dover, DE 19901**

f. Indemnification

1. General Indemnification

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's, its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, whole or part, to the State, its employees or agents.

2. Proprietary Rights Indemnification

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

- a.** Procure the right for the State of Delaware to continue using the Product(s);

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- b. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- c. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

g. Insurance

- 1. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
- 2. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.
- 3. During the term of this contract, the vendor shall, at its own expense, also carry insurance minimum limits as follows:

a.	Commercial General Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate
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And at least one of the following, as outlined below:

b.	Medical or Professional Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate
c.	Misc. Errors and Omissions	\$1,000,000 per occurrence / \$3,000,000 aggregate

The successful vendor must carry (a) and at least one of (b) or (c) above, depending on the type of Service or Product being delivered.

If the contractual service requires the transportation of departmental clients or staff, the vendor shall, in addition to the above coverage's, secure at its own expense the following coverage;

a.	Automotive Liability (Bodily Injury)	\$100,000/\$300,000
b.	Automotive Property Damage (to others)	\$ 25,000

- 4. The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided prior to agency contact prior to any work being completed by the awarded vendor(s).
- 5. The State of Delaware shall not be named as an additional insured.

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6. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

h. Performance Requirements

The selected Vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

i. PERFORMANCE BOND

There is no Performance Bond requirement.

j. Vendor Emergency Response Point of Contact

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

k. Warranty

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

l. Costs and Payment Schedules

All contract costs must be as detailed specifically in the Vendor's cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of the State of Delaware. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

Each deliverable will be paid upon DNREC's acceptance of the deliverable and in accordance with the DNREC's bill paying policies. DNREC will be provided with five (5) business days to review a deliverable and provide feedback to the Contractor.

The Contractor will receive payment after each major categorical deliverable on the acceptance and sign off of the DNREC Project Manager(s). A ten percent (10%) holdback from each deliverable will be retained until the completion of the project. This set-a-side will be released after two (2) months unless the DNREC

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identifies in writing to the selected Contractor that the work provided does not meet the contractual or deliverable requirements. The selected Contractor will be required to make whole all requirements identified in the Contract, task orders, or deliverables.

m. Penalties

The State of Delaware may include in the final contract penalty provisions for non-performance, such as liquidated damages.

n. Dispute Resolution

At the option of, and in the manner prescribed by the Office of Management and Budget (OMB), the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

If the matter is not resolved by negotiation, as outlined above, or, alternatively, OMB elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation by a mediator selected by OMB, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of OMB, to the Office of Management and Budget, Government Support Services Director, for final and binding arbitration. OMB reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

o. Termination of Contract

The contract resulting from this RFP may be terminated as follows by DNREC.

- 1. Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and

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equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

On receipt of the contract cancellation notice from the State, the Vendor shall have no less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

2. **Termination for Convenience:** The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.
3. **Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

p. Non-discrimination

In performing the services subject to this RFP the vendor, as set forth in Title 19 Delaware Code Chapter 7 section [711](#), will agree that it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

q. Covenant against Contingent Fees

The successful vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the State of Delaware shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

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r. Vendor Activity

No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the vendor. The vendor must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

s. Vendor Responsibility

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 6, and are subject the approval and acceptance of DNREC.

t. Personnel, Equipment and Services

1. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
2. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
3. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment 6 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 6 must be approved in writing by the State.

u. Fair Background Check Practices

Pursuant to 29 Del. C. [§6909B](#), the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. [§711\(g\)](#) for applicable established provisions.

v. Vendor Background Check Requirements

Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

- Delaware Sex Offender Central Registry at:
<https://sexoffender.dsp.delaware.gov/>

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract, but may provide support or off-site premises service for contract vendors. Should an individual be identified and the Vendor(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the

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solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

By Agency request, the Vendor(s) shall provide a list of all employees serving an awarded contract, and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of a contract award. A violation of this condition represents a violation of the contract terms and conditions, and may subject the Vendor to penalty, including contract cancellation for cause.

Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the Agency's contract.

w. Drug Testing Requirements for Large Public Works

Pursuant to 29 Del.C. [§6908\(a\)\(6\)](#), effective as of January 1, 2016, OMB has established regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds. The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into all Large Public Works Contracts awarded pursuant to 29 Del.C. [§6962](#).

Final publication of the identified regulations can be found at the following:
[4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects](#)

x. Work Product

All materials and products developed under the executed contract by the vendor are the sole and exclusive property of the State. The vendor will seek written permission to use any product created under the contract. Data collected from a third party on behalf of the DNREC by the Contractor, as part of Contract performance, shall become the property of the DNREC. Data provided to the Contractor by the DNREC shall remain the property of the DNREC. Contractors may not release or make use of such data except as provided by the Contract or as authorized in writing by the DNREC Project Manager.

y. Contract Documents

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful vendor shall constitute the contract between the State of Delaware and the vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, State of Delaware's RFP, Vendor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the vendor.

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z. Applicable Law

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful vendor consents to jurisdiction and venue in the State of Delaware.

In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

1. the laws of the State of Delaware;
2. the applicable portion of the Federal Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
4. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
5. that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any vendor fails to comply with (1) through (5) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.

The selected vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws, and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

aa. Severability

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

bb. Assignment Of Antitrust Claims

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

cc. Scope of Agreement

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If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

dd. Affirmation

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

ee. Audit Access to Records

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

ff. Other General Conditions

1. **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
2. **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest design. All material and equipment offered shall be new and unused.
3. **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
4. **Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
5. **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such

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items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.

6. **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
7. **Assignment** – Any resulting contract shall not be assigned except by express prior written consent from the Agency.
8. **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
9. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number NAT16101-PROCESSOPT on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
10. **Billing** – The Vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.
11. **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

E. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

2. Definitions of Requirements

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

3. Production Environment Requirements

The State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

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F. Attachments

The following attachments and appendixes shall be considered part of the solicitation:

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Monthly Usage Report
- Attachment 8 – Subcontracting (2nd Tier Spend) Report
- Attachment 9 – Employing Delawareans Report
- Attachment 10 – Office of Supplier Diversity Application
- Attachment 11 - Application of Criteria for Selecting Agency Processes to be Optimized
- Attachment 12 – Sample Professional Services Agreement
- Attachment 13 – 2013 ECM Study

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IMPORTANT – PLEASE NOTE

- **Attachments 2, 3, 4, 5 and 9 must be included in your proposal**
- Attachment 6 must be included in your proposal if subcontractors will be involved
- Attachments 7 and 8 represent required reporting on the part of awarded vendors. Those bidders receiving an award will be provided with active spreadsheets for reporting.

REQUIRED REPORTING

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

A complete and accurate Usage Report (Attachment 7) shall be furnished in an **Excel format and submitted electronically**, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items on this contract. The reports shall be submitted and sent as an attachment to Carla M. Cassell-Carter. Submitted reports shall contain accurate descriptions of the products, goods or services procured, purchasing agency information, including the six-digit department and organization code, quantities procured and prices paid. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier report is shown as in Attachment 8.

Accurate 2nd tier reports shall be submitted to the contracting Agency's Office of Supplier Diversity at vendorusage@state.de.us on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

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Attachment 1

NO PROPOSAL REPLY FORM

Contract No. NAT16101-PROCESSOPT

Contract Title: Agency Process Optimization
for Enterprise Content Management

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- ☐ 1. We do not wish to participate in the proposal process.
- ☐ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:

- ☐ 3. We do not feel we can be competitive.
- ☐ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
- ☐ 5. We do not wish to sell to the State. Our objections are:

- ☐ 6. We do not sell the items/services on which Proposals are requested.
- ☐ 7. Other: _____

FIRM NAME

SIGNATURE

☐ We wish to remain on the Vendor's List **for these goods or services.**

☐ We wish to be deleted from the Vendor's List **for these goods or services.**

PLEASE FORWARD NO PROPOSAL REPLY FORM TO THE CONTRACT OFFICER IDENTIFIED.

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Department of Natural Resources and Environmental Control

Attachment 2

CONTRACT NO.: NAT16101-PROCESSOPT
CONTRACT TITLE: Agency Process Optimization for Enterprise Content Management
DEADLINE TO RESPOND: Enter Contract Due Date at 1:00 PM (Local Time)

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, DNREC

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment 3, the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, DNREC.

COMPANY NAME _____ Check one)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE
LICENSE NUMBER _____

COMPANY CLASSIFICATIONS: CERT. NO.:	Certification type(s)	Circle all that apply	
	Minority Business Enterprise (MBE)	Yes	No
	Woman Business Enterprise (WBE)	Yes	No
	Disadvantaged Business Enterprise (DBE)	Yes	No
	Veteran Owned Business Enterprise (VOBE)	Yes	No
	Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No

[The above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL HAVE ORIGINAL SIGNATURE, BE NOTARIZED AND BE RETURNED WITH YOUR PROPOSAL

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

STATE OF DELAWARE

Department of Natural Resources and Environmental Control

City of _____

County of _____

State of _____

Attachment 3

EXCEPTION FORM

Attachment 4

CONFIDENTIAL INFORMATION FORM

[illegible]

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Department of Natural Resources and Environmental Control

Attachment 5

Contract No. NAT16101-PROCESSOPT
Contract Title: Agency Process Optimization for Enterprise Content Management

BUSINESS REFERENCES

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please provide a separate list of the contract(s).

1.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	
2.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	
3.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

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Attachment 6

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. NAT16101-PROCESSOPT	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (<i>Signature</i>)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (<i>Signature</i>)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

*** Use a separate form for each subcontractor**

Attachment 7

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

Ver. 2 8/19/14

See Below for Transaction Detail

Check here if there were no transactions for the reporting period ☐

Report Start Date: _____
Report End Date: _____
Today's Date: _____

[illegible]

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Attachment 8

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

State of Delaware																	
Subcontracting (2nd tier) Quarterly Report																	
Prime Name:							Report Start Date:										
Contract Name/Number							Report End Date:										
Contact Name:							Today's Date:										
Contact Phone:							*Minimum Required		Requested detail								
Vendor Name*	Vendor TaxID*	Contract Name/ Number*	Vendor Contact Name*	Vendor Contact Phone*	Report Start Date*	Report End Date*	Amount Paid to Subcontractor*	Work Performed by Subcontractor UNSPSC	M/WBE Certifying Agency	Veteran /Service Disabled Veteran Certifying Agency	2nd tier Supplier Name	2nd tier Supplier Address	2nd tier Supplier Phone Number	2nd tier Supplier email	Description of Work Performed	2nd tier Supplier Tax Id	

Note: A copy of the Subcontracting Quarterly Report will be sent by electronic mail to the Awarded Vendor.

Completed reports shall be saved in an Excel format, and submitted to the following email address: vendorusage@state.de.us

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Attachment 9

Contract No. NAT16101-PROCESSOPT
Contract Title: Agency Process Optimization for Enterprise Content Management

EMPLOYING DELAWAREANS REPORT

As required by House Bill # 410 (Bond Bill) of the 146th General Assembly and under Section 30, No bid for any public works or professional services contract shall be responsive unless the prospective bidder discloses its reasonable, good-faith determination of:

1. Number of employees reasonable anticipated to be employed on the project: _____
2. Number and percentage of such employees who are bona fide legal residents of Delaware: _____
Percentage of such employees who are bona fide legal residents of Delaware: _____

3. Total number of employees of the bidder: _____
4. Total percentage of employees who are bona fide resident of Delaware: _____

If subcontractors are to be used:

1. Number of employees who are residents of Delaware: _____
2. Percentage of employees who are residents of Delaware: _____

“Bona fide legal resident of this State” shall mean any resident who has established residence of at least 90 days in the State.

State of Delaware
Office of Supplier Diversity
Certification Application

The most recent application can be downloaded from the following site:

<http://gss.omb.delaware.gov/osd/certify.shtml>

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.



Complete application and mail, email or fax to:

Office of Supplier Diversity (OSD)
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: osd@state.de.us
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.
THE OSD WILL NOT ACCEPT ANY VENDOR BID RESPONSE PACKAGES.

Attachment 11

Application of Criteria for Selecting Agency Processes to be Optimized

- A. "Early Win" (total possible points = 10)
DNREC Priorities:
- Online Permitting from application to publication of approval
 - Online reporting
- 10 = process directly utilizes capability/ functionality
5 = process utilizes some but not all of the functionality
1 = process would not utilize this capability or functionality
- B. Volume of DNREC Staff Time (total possible points = 5)
5 = 3 or more FTEs dedicated and/ or > 500 transactions/year
3 = 1-3 FTEs and/or 100-499 transactions/year
1 = <1 FTE and/or <100 transactions/year
- C. High Level of Concern: Process perceived as needing the most attention by the Administration and/ or getting complaints from business or citizens (total possible points = 5)
5 = Existing process is perceived as needing significant improvement
3 = Process is not perceived as needing significant improvement, but there are isolated issued that can be traced back to problems in the process
1 = Process perceived as smooth/efficient (very few or no known complaints from stakeholders)
- D. Most variability in how the same process is done [including variability in process steps; reviews; forms used; and/or amount of time to complete the process] (total possible points = 7)
7 = high variability
4 = medium variability
1 = no or low variability
- E. Data related to the Process is anticipated to be made publically available through ECM (or is currently publicly available) (total possible points = 3)
3 = Yes
1 = No
- F. Process is identical to or very similar to multiple other processes across the agency – scalability (total possible points = 3)
3 = Yes
1 = No
- G. APO Project team and Senior Staff Selection of top 3-5 processes that reflect those that address some of the more difficult standardization challenges (total possible points = 3)
3 = Selected process
1 = Not selected process

SAMPLE
PROFESSIONAL SERVICES AGREEMENT
for
[ENTER CONTRACT NAME]
Contract No. [Enter Contract Number]

This Professional Services Agreement ("Agreement") is entered into as of _____, 20__ (Effective Date) and will end on _____, 20__, by and between the State of Delaware, Department of _____, Division of _____, _____ ("Delaware"), and _____, (the "Vendor"), with offices at _____.

WHEREAS, Delaware desires to obtain certain services to _____;
and _____.

WHEREAS, Vendor desires to provide such services to Delaware on the terms set forth below;

WHEREAS, Delaware and Vendor represent and warrant that each party has full right, power and authority to enter into and perform under this Agreement;

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, Delaware and Vendor agree as follows:

1. Services.

- 1.1. Vendor shall perform for Delaware the services specified in the Appendices to this Agreement, attached hereto and made a part hereof.
- 1.2. Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement (including any amendments or modifications thereto); (b) Delaware's request for proposals, attached hereto as Appendix ____; and (c) Vendor's response to the request for proposals, attached hereto as Exhibit _____. The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.
- 1.3. Delaware may, at any time, by written order, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by Vendor shall be furnished, without the written authorization of Delaware. When Delaware desires any addition or deletion to the deliverables or a change in the Services to be provided under this Agreement, it shall notify Vendor, who shall then submit to Delaware a "Change Order" for approval authorizing said change. The Change Order shall state whether the change shall cause an alteration in the price or the time required by Vendor for any aspect of its performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.
- 1.4. Vendor will not be required to make changes to its scope of work that result in Vendor's costs exceeding the current unencumbered budgeted appropriations for the services. Any claim of either party for an adjustment under Section 1 of this Agreement shall be asserted in the manner specified in the writing that authorizes the adjustment

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2. Payment for Services and Expenses.

- 2.1. The term of the initial contract shall be from _____, 20__ through _____, 20__.
- 2.2. Delaware will pay Vendor for the performance of services described in Appendix _____, Statement of Work. The fee will be paid in accordance with the payment schedule attached hereto as part of Appendix _____.
- 2.3. Delaware's obligation to pay Vendor for the performance of services described in Appendix _____, Statement of Work will not exceed the fixed fee amount of \$_____. It is expressly understood that the work defined in the appendices to this Agreement must be completed by Vendor and it shall be Vendor's responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee. Delaware's total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in Delaware's purchase order(s) to Vendor.
- 2.4. Vendor shall submit monthly invoices to Delaware in sufficient detail to support the services provided during the previous month. Delaware agrees to pay those invoices within thirty (30) days of receipt. In the event Delaware disputes a portion of an invoice, Delaware agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide Vendor a detailed statement of Delaware's position on the disputed portion of the invoice within thirty (30) days of receipt. Delaware's failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle Vendor to charge interest on the overdue portion at the lower of 1.0% per month. All payments should be sent to the Vendor's identified address on record with the State of Delaware's Division of Accounting as identified in the completion of the electronic W-9.
- 2.5. Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by Vendor. If an Appendix specifically provides for expense reimbursement, Vendor shall be reimbursed only for reasonable expenses incurred by Vendor in the performance of the services, including, but not necessarily limited to, travel and lodging expenses, communications charges, and computer time and supplies.
- 2.6. Delaware is a sovereign entity, and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.
- 2.7. Delaware shall subtract from any payment made to Vendor all damages, costs and expenses caused by Vendor's negligence, resulting from or arising out of errors or omissions in Vendor's work products, which have not been previously paid to Vendor.
- 2.8. Invoices shall be submitted to:

3. Responsibilities of Vendor.

- 3.1. Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Vendor, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, Vendor shall follow practices consistent with generally accepted professional and

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technical standards. Vendor shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at <http://dti.delaware.gov/>, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform to DTI standards, Vendor shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards. Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's failure to ensure compliance with DTI standards.

- 3.2. It shall be the duty of the Vendor to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. Vendor will not produce a work product that violates or infringes on any copyright or patent rights. Vendor shall, without additional compensation, correct or revise any errors or omissions in its work products.
- 3.3. Permitted or required approval by Delaware of any products or services furnished by Vendor shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of its work. Delaware's review, approval, acceptance, or payment for any of Vendor's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's performance or failure to perform under this Agreement.
- 3.4. Vendor shall appoint a Project Manager who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Project Manager, or by Vendor's associates and employees under the personal supervision of the Project Manager. The positions anticipated include:

Project	Team	Title	% of Project Involvement

- 3.5. Designation of persons for each position is subject to review and approval by Delaware. Should the staff need to be diverted off the project for what are now unforeseeable circumstances, Vendor will notify Delaware immediately and work out a transition plan that is acceptable to both parties, as well as agree to an acceptable replacement plan to fill or complete the work assigned to this project staff position. Replacement staff persons are subject to review and approval by Delaware. If Vendor fails to make a required replacement within 30 days, Delaware may terminate this Agreement for default. Upon receipt of written notice from Delaware that an employee of Vendor is unsuitable to Delaware for good cause, Vendor shall remove such employee from the performance of services and substitute in his/her place a suitable employee.
- 3.6. Vendor shall furnish to Delaware's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.
- 3.7. Vendor agrees that its officers and employees will cooperate with Delaware in the performance of services under this Agreement and will be available for consultation with Delaware at such reasonable times with advance notice as to not conflict with their other responsibilities.

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- 3.8. Vendor has or will retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by Delaware or any other political subdivision of Delaware.
- 3.9. Vendor will not use Delaware's name, either express or implied, in any of its advertising or sales materials without Delaware's express written consent.
- 3.10. The rights and remedies of Delaware provided for in this Agreement are in addition to any other rights and remedies provided by law.

4. Time Schedule.

- 4.1. A project schedule is included in Appendix A.
- 4.2. Any delay of services or change in sequence of tasks must be approved in writing by Delaware.
- 4.3. In the event that Vendor fails to complete the project or any phase thereof within the time specified in the Contract, or with such additional time as may be granted in writing by Delaware, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Agreement or any extensions thereof, Delaware shall suspend the payments scheduled as set forth in Appendix A.

5. State Responsibilities.

- 5.1. In connection with Vendor's provision of the Services, Delaware shall perform those tasks and fulfill those responsibilities specified in the appropriate Appendices.
- 5.2. Delaware agrees that its officers and employees will cooperate with Vendor in the performance of services under this Agreement and will be available for consultation with Vendor at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 5.3. The services performed by Vendor under this Agreement shall be subject to review for compliance with the terms of this Agreement by Delaware's designated representatives. Delaware representatives may delegate any or all responsibilities under the Agreement to appropriate staff members, and shall so inform Vendor by written notice before the effective date of each such delegation.
- 5.4. The review comments of Delaware's designated representatives may be reported in writing as needed to Vendor. It is understood that Delaware's representatives' review comments do not relieve Vendor from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.
- 5.5. Delaware shall, without charge, furnish to or make available for examination or use by Vendor as it may request, any data which Delaware has available, including as examples only and not as a limitation:
 - a. Copies of reports, surveys, records, and other pertinent documents;
 - b. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Agreement.

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Vendor shall return any original data provided by Delaware.

- 5.6. Delaware shall assist Vendor in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Agreement.
- 5.7. Vendor will not be responsible for accuracy of information or data supplied by Delaware or other sources to the extent such information or data would be relied upon by a reasonably prudent contractor.
- 5.8. Delaware agrees not to use Vendor's name, either express or implied, in any of its advertising or sales materials. Vendor reserves the right to reuse the nonproprietary data and the analysis of industry-related information in its continuing analysis of the industries covered.

6. Work Product.

- 6.1. All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Vendor for Delaware relating to the services to be performed hereunder shall become the property of Delaware and shall be delivered to Delaware's designated representative upon completion or termination of this Agreement, whichever comes first. Vendor shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by Delaware. Delaware shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- 6.2. Vendor retains all title and interest to the data it furnished and/or generated pursuant to this Agreement. Retention of such title and interest does not conflict with Delaware's rights to the materials, information and documents developed in performing the project. Upon final payment, Delaware shall have a perpetual, nontransferable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of all materials in which Vendor retains title, whether individually by Vendor or jointly with Delaware. Any and all source code developed in connection with the services provided will be provided to Delaware, and the aforementioned right and license shall apply to source code. The parties will cooperate with each other and execute such other documents as may be reasonably deemed necessary to achieve the objectives of this Section.
- 6.3. In no event shall Vendor be precluded from developing for itself, or for others, materials that are competitive with the Deliverables, irrespective of their similarity to the Deliverables. In addition, Vendor shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the services.
- 6.4. Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all intellectual property or other proprietary data owned by Vendor prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of Vendor even if such Preexisting Information is embedded or otherwise incorporated into materials or products first produced as a result of this Agreement or used to develop such materials or products. Delaware's rights under this section shall not apply to any Preexisting Information or any component thereof regardless of form or media.

7. Confidential Information.

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To the extent permissible under 29 *Del. C.* ' 10001, et seq., the parties to this Agreement shall preserve in strict confidence any information, reports or documents obtained, assembled or prepared in connection with the performance of this Agreement.

8. Warranty.

- 8.1. Vendor warrants that its services will be performed in a good and workmanlike manner. Vendor agrees to re-perform any work not in compliance with this warranty brought to its attention within a reasonable time after that work is performed.
- 8.2. Third-party products within the scope of this Agreement are warranted solely under the terms and conditions of the licenses or other agreements by which such products are governed. With respect to all third-party products and services purchased by Vendor for Delaware in connection with the provision of the Services, Vendor shall pass through or assign to Delaware the rights Vendor obtains from the manufacturers and/or vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable.

9. Indemnification; Limitation of Liability.

- 9.1. Vendor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of:
 - a. the negligence or other wrongful conduct of the Vendor, its agents or employees, or
 - b. Vendor's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided as to (A) or (B) that
 - i. Vendor shall have been notified promptly in writing by Delaware of any notice of such claim; and
- 9.2. If Delaware promptly notifies Vendor in writing of a third party claim against Delaware that any Deliverable infringes a copyright or a trade secret of any third party, Vendor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Delaware. Vendor will not indemnify Delaware, however, if the claim of infringement is caused by:
 - a. Delaware's misuse or modification of the Deliverable;
 - b. Delaware's failure to use corrections or enhancements made available by Vendor;
 - c. Delaware's use of the Deliverable in combination with any product or information not owned or developed by Vendor;
 - d. Delaware's distribution, marketing or use for the benefit of third parties of the Deliverable or
 - e. Information, direction, specification or materials provided by Client or any third party. If any Deliverable is, or in Vendor's opinion is likely to be, held to be infringing, Vendor shall at its expense and option either

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- i. Procure the right for Delaware to continue using it,
- ii. Replace it with a non-infringing equivalent,
- iii. Modify it to make it non-infringing.

The foregoing remedies constitute Delaware's sole and exclusive remedies and Vendor's entire liability with respect to infringement.

10. Employees.

- 10.1. Vendor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Vendor in the performance of the services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor Delaware's request for specific individuals.
- 10.2. Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other party's Personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this Section, Personnel includes any individual or company a party employs as a partner, employee or independent contractor and with which a party comes into direct contact in the course of the services.
- 10.3. Possession of a Security Clearance, as issued by the Delaware Department of Public Safety, may be required of any employee of Vendor who will be assigned to this project.

11. Independent Contractor.

- 11.1. It is understood that in the performance of the services herein provided for, Vendor shall be, and is, an independent contractor, and is not an agent or employee of Delaware and shall furnish such services in its own manner and method except as required by this Agreement. Vendor shall be solely responsible for, and shall indemnify, defend and save Delaware harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.
- 11.2. Vendor acknowledges that Vendor and any subcontractors, agents or employees employed by Vendor shall not, under any circumstances, be considered employees of Delaware, and that they shall not be entitled to any of the benefits or rights afforded employees of Delaware, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. Delaware will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of Delaware or any of its officers, employees or other agents.
- 11.3. Vendor shall be responsible for providing liability insurance for its personnel.

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- 11.4. As an independent contractor, Vendor has no authority to bind or commit Delaware. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the parties for any purpose.

12. Dispute Resolution.

- 12.1. At the option of, and in the manner prescribed by the Office of Management and Budget (OMB), the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.
- 12.2. If the matter is not resolved by negotiation, as outlined above, or, alternatively, OMB elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation by a mediator selected by OMB, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of OMB, to the Office of Management and Budget, Government Support Services Director, for final and binding arbitration. OMB reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

13. Suspension.

- 13.1. Delaware may suspend performance by Vendor under this Agreement for such period of time as Delaware, at its sole discretion, may prescribe by providing written notice to Vendor at least 30 working days prior to the date on which Delaware wishes to suspend. Upon such suspension, Delaware shall pay Vendor its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. Vendor shall not perform further work under this Agreement after the effective date of suspension. Vendor shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from Delaware to resume performance.
- 13.2. In the event Delaware suspends performance by Vendor for any cause other than the error or omission of the Vendor, for an aggregate period in excess of 30 days, Vendor shall be entitled to an equitable adjustment of the compensation payable to Vendor under this Agreement to reimburse Vendor for additional costs occasioned as a result of such suspension of performance by Delaware based on appropriated funds and approval by Delaware.

14. Termination.

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- 14.1. This Agreement may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is given:
- a. Not less than 20 calendar days written notice of intent to terminate; and
 - b. An opportunity for consultation with the terminating party prior to termination.
- 14.2. This Agreement may be terminated in whole or in part by Delaware for its convenience, but only after Vendor is given:
- a. Not less than 20 calendar days written notice of intent to terminate; and
 - b. An opportunity for consultation with Delaware prior to termination.
- 14.3. If termination for default is effected by Delaware, Delaware will pay Vendor that portion of the compensation which has been earned as of the effective date of termination, but:
- a. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and
 - b. Any payment due to Vendor at the time of termination may be adjusted to the extent of any additional costs occasioned to Delaware by reason of Vendor's default.
 - c. Upon termination for default, Delaware may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event Vendor shall cease conducting business, Delaware shall have the right to make an unsolicited offer of employment to any employees of Vendor assigned to the performance of the Agreement, notwithstanding the provisions of Section 10.2.
- 14.4. If after termination for failure of Vendor to fulfill contractual obligations it is determined that Vendor has not so failed, the termination shall be deemed to have been effected for the convenience of Delaware.
- 14.5. The rights and remedies of Delaware and Vendor provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.
- 14.6. Gratuities.
- a. Delaware may, by written notice to Vendor, terminate this Agreement if it is found after notice and hearing by Delaware that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor or any agent or representative of Vendor to any officer or employee of Delaware with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
 - b. In the event this Agreement is terminated as provided in 13.6.a hereof, Delaware shall be entitled to pursue the same remedies against Vendor it could pursue in the event of a breach of this Agreement by Vendor.

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- c. The rights and remedies of Delaware provided in Section 13.6 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

15. Severability.

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

16. Assignment; Subcontracts.

- 16.1. Any attempt by Vendor to assign or otherwise transfer any interest in this Agreement without the prior written consent of Delaware shall be void. Such consent shall not be unreasonably withheld.
- 16.2. Services specified by this Agreement shall not be subcontracted by Vendor, without prior written approval of Delaware.
- 16.3. Approval by Delaware of Vendor's request to subcontract or acceptance of or payment for subcontracted work by Delaware shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.
- 16.4. Vendor shall be and remain liable for all damages to Delaware caused by negligent performance or non-performance of work under this Agreement by Vendor, its subcontractor or its sub-subcontractor.
- 16.5. The compensation due shall not be affected by Delaware's approval of the Vendor's request to subcontract.

17. Force Majeure.

Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

18. Non-Appropriation of Funds.

- 18.1. Validity and enforcement of this Agreement is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated Delaware may immediately terminate this Agreement, and absent such action this Agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.
- 18.2. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate and Delaware's obligations under it shall be extinguished at the end of the fiscal year in which Delaware fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

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19. State of Delaware Business License.

Vendor and all subcontractors represent that they are properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* ' 2502.

20. Complete Agreement.

- 20.1. This agreement and its Appendices shall constitute the entire agreement between Delaware and Vendor with respect to the subject matter of this Agreement and shall not be modified or changed without the express written consent of the parties. The provisions of this agreement supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement.
- 20.2. If the scope of any provision of this Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Agreement shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.
- 20.3. Vendor may not order any product requiring a purchase order prior to Delaware's issuance of such order. Each Appendix, except as its terms otherwise expressly provide, shall be a complete statement of its subject matter and shall supplement and modify the terms and conditions of this Agreement for the purposes of that engagement only. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

21. Miscellaneous Provisions.

- 21.1. In performance of this Agreement, Vendor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. Vendor shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.
- 21.2. Neither this Agreement nor any appendix may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.
- 21.3. The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- 21.4. Vendor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Vendor further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.
- 21.5. Vendor acknowledges that Delaware has an obligation to ensure that public funds are not used to subsidize private discrimination. Vendor recognizes that if they refuse to hire or do business

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with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, Delaware may declare Vendor in breach of the Agreement, terminate the Agreement, and designate Vendor as non-responsible.

- 21.6. Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, Delaware shall have the right to annul this contract without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
- 21.7. This Agreement was drafted with the joint participation of both parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.
- 21.8. Vendor shall maintain all public records, as defined by 29 *Del. C.* ' 502(1), relating to this Agreement and its deliverables for the time and in the manner specified by the Delaware Division of Archives, pursuant to the Delaware Public Records Law, 29 *Del. C.* Ch. 5. During the term of this Agreement, authorized representatives of Delaware may inspect or audit Vendor' performance and records pertaining to this Agreement at the Vendor business office during normal business hours.

22. Insurance.

22.1. Vendor shall maintain the following insurance during the term of this Agreement:

- a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law, **and**
- b. Comprehensive General Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate, **and**
- c. Medical/Professional Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate; or
- d. Miscellaneous Errors and Omissions - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate, or
- e. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.

22.2. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions..

22.3. Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

[ENTER AGENCY NAME]
[ENTER AGENCY ADDRESS]
[ENTER AGENCY CONTACT]

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22.4. In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

23. Assignment of Antitrust Claims.

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

24. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. Vendor consents to jurisdiction venue in the State of Delaware.

25. Notices.

Any and all notices required by the provisions of this Agreement shall be in writing and shall be mailed, certified or registered mail, return receipt requested. All notices shall be sent to the following addresses:

DELAWARE:

(Agency contact address)

VENDOR:

(Vendor contact address)

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

STATE OF DELAWARE
DEPARTMENT OF _____

Witness

Name

Title

Date

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Department of Natural Resources and Environmental Control

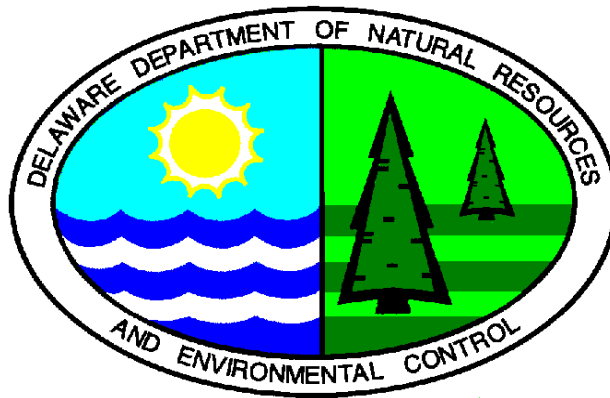
VENDOR

Witness

Name

Title

Enterprise Content Management Recommendations Report



**Department of
Natural Resources and Environmental Control**

September 2013

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• EXECUTIVE SUMMARY

This report outlines Department of Natural Resources and Environmental Control's (DNREC) Enterprise Content Management (ECM) Committee's recommendation to deploy ECM within the Department. DNREC hired a consultant from Optical Image Technology to assist the committee in its deliberations and preparation of this report. .

ECM as defined by AIIM, *'is the strategies, methods and tools used to capture, manage, store, preserve, and deliver content and documents related to organizational processes. ECM tools and strategies allow the management of an organization's unstructured information, wherever that information exists.'*

As per DNREC's strategic vision, they formed an ECM Committee, comprised of representatives from each division in DNREC. With the assistance of Optical Image Technology, this report outlines the findings and recommendations discovered during the committee's study to deploy ECM within DNREC at the enterprise level.

The Information Technology vision of the Department to make environmental information electronically available to anyone, from anywhere, at any time, on any device. However, it is the desire of the department to expand this effort to central administrative functions specifically human resources, accounting and grants management. DNREC's central administrative functions are performed in collaborations with other state agencies such as the Office of Management and Budget/Human Resource Management and the Department of Finance/Division of Accounting. Inclusion of these areas into ECM will involve working with other agencies to establish procedures and indexing that is consistent with State requirements.

DNREC ECM System:

DNREC has been using ECM as a tool scattered throughout the Agency since 1997. The initial implementation targeted scanning all site cleanup documents for the Site Investigation and Restoration Section (SIRS). The initial deployment was successful in converting paper documents into digital format so that information was made available online.

After the successful initial implementation, DNREC has grown its ECM offering to not only include other divisions and programs within the Agency, but to also implement process automation and integrations with other DNREC systems.

Now DNREC is looking to capitalize on the previous successes and take ECM to the next level. DNREC realizes that the next step and vision is in implementing ECM at the enterprise level, becoming a greener more efficient organization, and to maximizing the public offering by delivering all public content and information online.

DNREC ECM Committee's Charge:

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In order to meet the Agency's strategic goals of making public information electronically available to anyone, from anywhere, at any time, on any device, the committee makes the following recommendations when selecting an ECM Solution and planning for an ECM Implementation.

- **Direct access to information:** Traditional methods of searching for information and paper documents in file cabinets can become very time consuming and result in unsatisfactory use of Agency resources. Therefore, it is vital to have content and information available for self-service access at any time digitally. This will reduce the run time for fulfilling FOIA Requests, and by providing direct access online for public self-service should reduce the amount of FOIA Requests submitted annually ([Section 5.5](#)).
- **Converting paper to electronic forms:** DNREC should focus efforts on receiving more environmental information in electronic format. This method can automate data processing by using pre-defined templates and configurations, which will help reduce manual processing time and resources needed to scan paper submittals ([Section 5.1.5](#)).
- **Capture:** Possibly the most important aspect to a successful ECM deployment is to have a well-designed capture strategy. This includes having the ability to capture all valuable information and content within the Agency, and ensuring that the content and information is accurate and consistent across the Enterprise. Converting unstructured content to structured content results in increased efficiency across the enterprise ([Section 5.1](#)).
- **Savings through automation:** Converting unstructured content to accurate structured content is the initial step in the process. DNREC can receive further efficiency gains by introducing Workflow and automating processes. Automating processes helps achieve shorter run times, increases accuracy and data integrity, and ensures better use of Agency resources ([Section 5.3](#)).
- **Integrating with other line of business applications:** DNREC should continue maximizing integration with other technology investments into the ECM System. The Delaware Environmental Navigator (DEN) system integration reduces manual data input errors and time, and DNREC should focus on replicating this functionality into all divisions in the Agency ([Section 5.4](#)).
- **Converting legacy paper documents to digital format:** DNREC should focus on converting only active paper documents, and prioritizing the conversion process based on organizational benefit and the number of FOIA requests submitted per year ([Section 5.6](#)).
- **Creating an ECM Strategy that focuses on Agency Goals:** Creating an approach and ECM Strategy that is aligned with the goals of the organization, provides the blueprint for a successful ECM Implementation ([Section 5.9](#)).
- **Other Committee Recommendations:**

The recommendations also detail other best practice items that DNREC can use to plan and execute the implementation of ECM at the enterprise level.

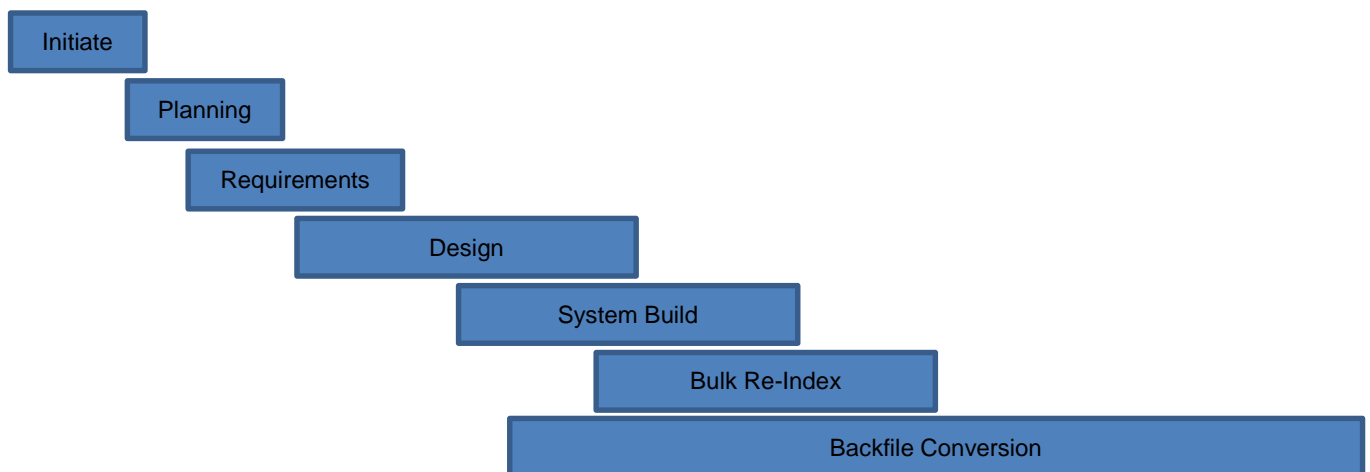
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- ✓ **Indexing** – creating an indexing model that is consistent and follows the best practices outlined in the report ([Section 5.1.5](#)).
- ✓ **Staffing Considerations** – includes items to consider when deploying ECM at the enterprise level from a resource standpoint ([Section 5.8.2](#)).
- ✓ **Centralize Large Format Scanning:** DNREC should procure one or more new scanners to capture the architectural diagrams and GIS maps. The large format scanner should be centrally located in buildings and geographically located to service those needing large format scanning so that all divisions who need access to the large format scanner, will be able make use of it ([Section 5.1.5](#)).

While ECM is a technology, it should be noted that ECM is an ongoing and evolving strategy for maximizing how content is used within the Agency. This report is a starting point to help deploy best practices and recommendations to a successful Implementation of ECM within DNREC, but this is an ongoing strategy that requires ongoing support and maintenance to maintain a successful ECM System going forward.

ECM Implementation Roadmap

- Initiation Phase including getting Business Case Approved by DTI – 2 months
- Planning Phase – 3 months
- Requirements Phase – 2 months
- Design Phase – 3 months
- System Build Phase – 3 months
- Bulk Re-Index Process – 4 months
- Backfile Conversion – 24 months to 48 months
- Testing Phase – 2 months
- Production – 3 months



Testing

Production

ECM COST Estimate

This section provides DNREC with estimated costs for deploying ECM at the Enterprise Level. Specifically this section focuses on the following topics:

- **Estimated Total Cost of Ownership (TCO)** – includes initial investments costs, hardware, software fees, and consulting charges
- **Return on Investment (ROI)** – provides a list of items that can potentially impact DNREC's ROI

Estimated Total Cost of Ownership (TCO)

This section provides an estimate of costs for deploying ECM at the enterprise level.

Please note that these costs are estimates, depending on direction, DNREC should request formal quotes to services and capital expenses and create a final TCO report.

Initial Investment: (numbers in parenthesis indicate additional costs if OnBase solution is adopted; numbers in red indicate Docfinity only costs)

Item	Cost Year 1	Cost Year 2	Cost Year 3	Total Cost
<i>(Cost of Onbase Software if we decide not to use the current Docfinity product)</i>	(\$539,000)			(\$539,000)
<i>(Professional Services if Onbase software is adopted)</i>	(\$290,000)	(\$125,000)		(\$415,000)
Cost of servers and storage devices	\$100,000	\$100,000	\$100,000	\$300,000

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(including a redundant system and a Disaster Recovery System)				
Scanners – large format scanner	\$40,000	\$40,000		\$80,000
50” monitors- 2	\$10,000			
Scanners – others (TBD) - \$5,000 per	\$80,000	\$80,000	\$40,000	\$200,000
Second Monitors for 850 employees	\$60,000	\$60,000	\$30,000	\$150,000
Software for workflow, OCR etc if Docfinity is continued to be used	\$125,000			\$125,000
Consulting charges if Docfinity is continued to be used	\$120,000			120,000
IT FTE	\$120,000	\$120,000	\$120,000	\$360,000
TOTAL- Docfinity solution	\$655,000	\$400,000	\$290,000	\$1,345,000
TOTAL – OnBase solution	\$1,239,000	\$400,000	\$290,000	\$1,929,000
Annual Maint. Cost	\$253,000	\$253,000	\$253,000	

Ongoing Maintenance:

- Replacement of servers/Storage once in 4 years - \$300,000 (annualized cost of \$75,000)
- Replacement of monitors once in 5 years - \$150,000 (annualized cost of \$30,000)

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- Replacement of scanners once in 5 years - \$100,000 (annualized cost of \$20,000)
- Replacement of Large format scanners once in 5 years- (\$16,000 per year)
- Replacement of 50" monitors -\$2,000
- Annual fees scanner maintenance - \$18,000
- Annual Software maintenance cost - \$92,000
- Total Annual maintenance cost - \$253,000

Return on Investment (ROI)

As noted above, the investment of an ECM system is significant. So what is the best way to quantify the potential impact of ECM within the Organization? The below list provides some methods that ECM impacts the organization.

Likely Benefits that could accrue:

- Ease in access to documents by DNREC employees from their desktops resulting in improved efficiency
- Elimination of copying of documents for multiple recipients saving copying costs
- Saving of physical storage space for documents resulting more space becoming available for employee offices
- Access to documents in case of a disaster since backup copies of electronic documents can be easily stored at remote locations
- Reduction/Elimination in FOIA requests for documents resulting in saving of manpower spent in responding to FOIA requests
- Elimination of misplaced or lost paper documents
- Access to information from anywhere at any time for DNREC employees and public self service
- Overall savings to businesses since they will not have to travel to DNREC offices to make copies of documents pursuant to a FOIA request where the volume of the documents is large.

Likely Obstacles that need to be overcome:

- Resistance to change by employees – transition from paper to electronic can take a while
- Training of staff in scanning and indexing documents properly
- Initial capital investment for software (if we decide not use the current Docfinity software), hardware such as storage for servers, scanners for scanning documents and a 2nd monitor for employees to facilitate easy viewing of electronic documents, and development of applications for integration to existing databases (these costs will be easily recouped through increase in productivity of employees, saving of copying costs and saving in responding to FOA requests)

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• INTRODUCTION

DNREC Cabinet Secretary convened a committee comprised of team members from each division within DNREC. The purpose of the committee was to work with the ECM Consultant (Optical Image Technology), to formulate recommendations and frame out a strategy for Implementation.

For a list of Committee members, please see [Appendix K: DNREC ECM Committee Members](#).

DNREC's mission is to ensure the wise management, conservation, and enhancement of the State's natural resources, protect public health and the environment, provide quality outdoor recreation, improve the quality of life and educate the public on historic, cultural, and natural resource use, requirements and issues.

The agency encompasses the following divisions, sections, and programs:

1. **Division of Air Quality** – includes 4 branches:
 - a. Administration/Analytical Support
 - b. Air Monitoring
 - c. Engineering and Compliance Branch
 - d. Planning Branch – includes Ambient Air Monitoring
2. **Division of Energy & Climate** – includes 3 sections:
 - a. Weatherization Assistance Programs Section
 - b. Energy Programs Section
 - c. Climate Section
3. **Division of Fish and Wildlife** – includes the following sections:
 - a. Director's Office
 - b. Outreach, Licensing, and Grants Management
 - c. Wildlife
 - d. Fisheries
 - e. Mosquito Control
 - f. Enforcement
4. **Division of Parks and Recreation** – includes 3 sections:
 - a. Office of Administration and Support

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- b. Operations Maintenance and Programming
 - c. Planning Preservation and Development
5. **Division of Waste & Hazardous Substances** – includes the following sections:
- a. Director's Office
 - b. Emergency Prevention and Response Section
 - c. Site Restoration and Restoration Section
 - d. Solid and Hazardous Waste Management Section
 - e. Tank Management Section
6. **Division of Water** – includes the following sections:
- a. Coordination
 - b. Water Supply
 - c. Surface Water Discharges
 - d. Ground Water Discharges
 - e. Environmental Laboratory
 - f. Wetlands and Subaqueous Lands
7. **Division of Watershed Stewardship** – includes the following sections
- a. Conservation Programs
 - b. Shoreline and Waterway Management
 - c. Watershed Assessment
8. **Office of the Secretary** – provides overall direction and management for the Department, as well as central administrative functions. Includes the following sections:
- a. Financial Services Section
 - i. Financial Assistance Branch (FAB)
 - ii. Budget & Financial Management
 - iii. Accounting & Grants Management
 - b. Administrative and Law Services
 - c. Delaware Coastal Programs

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- d. Human Resources
- e. Office of Information Technology
- f. Public Affairs
- g. Community Services

There are roughly 900 - 1100 employees in the Agency, depending on the time of the year – Parks and Fish & Wildlife hire a number of seasonal employees during recreational seasons.

The main campus is located in Dover with three main Offices, occupied by more than 70% of the employees, and five smaller offices. There are four other satellite offices; two in New Castle and two in Georgetown occupied by 25% of the employees. The remaining 5% of the employees are scattered throughout the State in a number of offices occupied by anywhere from 2-8 employees in each office.

• **Purpose of the Study**

When DNREC started ECM 15 years ago the goal was mainly to convert paper documents to electronic format within the Site Investigation and Restoration Section in the Division of Waste and Hazardous Substance. ECM is no longer just storing and retrieving content, but encompasses the complete lifecycle of the content, from creation to disposal. ECM is now used to accomplish business goals and automate business processes and DNREC would like to make use of these items.

DNREC's Information Technology vision as identified in its IT Strategic Plan is 'to make environmental information electronically available to "anyone, from anywhere at any time on any device"'. This would require that all content be available in electronic format.

DNREC realizes that the next step in realizing the vision is in implementing ECM at the enterprise level, which should result in essentially a paperless office and will make all content available in electronic format such that anyone can access any information from anywhere on a web-enabled device.

The purpose of this study was to examine the current practice of receiving and dispatching paper and electronic documents, reports, and emails and attachments and provide recommendations to eliminate flow of paper to employees and create a single repository for all business related content by deploying Enterprise ECM.

The incoming paper documents can range from a one page letter to 100-200 page investigative study reports, permit applications with large maps, invoices and formatted reports. Incoming electronic documents could include emails, attachment to emails and electronic reports. Outgoing paper documents include signed permits, signed letters and multipage reports. Outgoing electronic documents include emails, attachment to emails, electronically generated permits and reports. Incoming paper

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documents will need to be scanned and routed to the recipients as an attachment to an email or through workflow. Some of the documents such as invoices will need electronic signature by approvers before they are processed. Similarly outgoing paper documents also will have to be scanned. The scanned and original electronic documents should be indexed and stored on servers for easy retrieval.

Some of the documents could be confidential and should be treated in accordance with State policy for such documents. Some or all of the documents may need to be published on the Internet for public's access.

This recommendation report is to be software neutral, such that DNREC can implement with any COTS for ECM.

• **Study Goals and Objectives**

This section lists the Project Goals that the committee formulated as part of the project.

- Make Agency public information available to anyone, from anywhere, at any time, on any device.
- Minimize the need for outside parties to submit FOIA requests by facilitating the posting of public documents in an easily searchable format on the web.
- If FOIA requests are submitted, the system should facilitate a quick response within the expected 15 day timeframe without managing paper.
- System should facilitate DNREC being a greener and more efficient agency by eliminating the generation of paper working copies and reducing the dependence on the United States Postal Service, state mail system and couriers to transport documents between DNREC offices and other state agencies.
- System should be easy to use and meet programmatic needs for internal users.
- System should interface with project management tools that track review or processing times for certain types of documents.
- System should be consistent with DNREC's Program Specific Record Retention Schedules and be able to satisfy the needs of State Archives with regards to long term storage of documents.
- System should facilitate the Public Affairs Office and other DNREC staff in posting links to documents in the system on the web.
- System should minimize the amount of physical space needed to store paper documents.
- System should be developed and used in conjunction with electronic deliverables that require less handling and document indexing such as specific web-based forms that populate existing or new databases.
- System should be built with multiple layers of safeguards that prevent confidential documents, if decided to be stored in the system, from being released to the public.
- The system should accommodate Optical Character Recognition to enable easy search and retrieval of documents.

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- The recommendation of the committee should include large and/or double monitors for staff to easily view documents and facilities to clearly view large maps/drawings stored in the system.

- **Study Approach**

In order to accomplish the Goal's outlined above; the committee recommended taking a Phased approach to the effort involved in creating this report. This section represents the approach to gathering the information outlined in this report.

- Define Business Requirements
- Analyze Business Processes
- Recommend the Solution

Define Business Requirements

The first phase of the project gathered the specific DNREC's business requirements. These requirements provide a list of items to discuss in the committee meetings to assist with focusing the committee's attention on aspects that will provide value to the Organization. The below list outlines the key topics and subjects that were discussed as part of the project:

- Determine project goals
- Gather a list of documents that are included in scope for the project (email, paper, fax, and electronic)
- Determine the internal groups and external groups that will work with the system
- Determine where people will access the system, in which locations, using what type of connections
- Determine records retention requirements
- Determine security requirements
- Identify integration requirements with various systems (legacy, other line of business applications, etc.)
- Determine capacity requirements for server processing and storage
- Tally quantities of documents (both electronic and paper)
- Determine the long-term storage capacity requirements
- Define peak load requirements (e.g., number of concurrent users)
- Analyze the input requirements (resolution, image size, volume, scanner performance) to select the appropriate input devices or to leverage existing hardware

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- Determine growth needs and plan for scalability
- Analyze the current document process (paper, electronic, disposal process, etc.)
- Determine the need for back file or data conversion/migration
- Determine output requirements (fax, email, printing)
- Recommend alternatives for document preparation
- Identify how much mail/paper documents are currently processed
- What is the current workflow of paper documents and those that are already electronic
- Review existing ECM processes for Well Permit Application, Septic Permit Application, and other established systems within DNREC – analyze the processes
- Indexing – assess the merits of indexing using detailed program specific documentTypes versus a limited number of generic documentTypes
- Review how to best handle documents that cannot be indexed to a degree necessary to support business processes w/out first entering key information into a database such as DEN.
- Evaluate whether or not existing documents should be re-indexed to meet the new DNREC document processing standards
- Large documents – evaluate the options for handling the processing of very large documents
- Email – evaluate the options for capturing emails into ECM system
- Centralized vs. Decentralize capture processing
- Evaluate whether scanned documents ought to be sent directly to offsite storage. Under this model, the documents would be available by specific request. If this option is chosen, it is expected that individual sections would end their current paper filing system.

Analyze Business Processes

The second phase of the project targeted the analysis of existing business processes, so that the recommendation can propose methods for streamlining and automating tasks to increase efficiency.

- Gather the business requirements and scope the different aspects of the current business process (e.g., individual tasks, processes, process owners, interaction with people and processes, outside influences)
- Analyze factors that have to do with current business processes

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- Attempt to determine the volumes (input/output) for the selected business process
- Gather duration information on the current business processes to determine a baseline
- Determine the current document security process
- Identify the current technology (e.g., scanners, PCs, servers, software)

Recommend the Solution

The third phase of the project is to construct the final recommendations report that will be delivered to the committee for review.

- Determine staffing requirements needed to implement recommended solution
- Determine road map for implementing recommended solution
- Identify, verify, and document assumptions, risks, and issues related to the project
- Create the recommendation document and present recommendation to committee
- Estimate the costs of fully implementing the new system and the annual maintenance and equipment replacement needs in order for the system to be sustainable.

• **DNREC CURRENT SYSTEM OVERVIEW**

DNREC has been promoting Electronic Content Management (ECM) in the agency on an as needed basis over the last 15 years. The technology was first introduced to DNREC in 1997 in its Site Investigation and Restoration Section to scan all the site cleanup related documents and make them available online to the public who frequently requested to view the documents before making decisions on purchase of properties in Delaware. This program has since captured all its documents electronically.

DNREC is currently using Optical Imaging Technology's DocFinity (Version 10) System as the Commercial off the Shelf Software (COTS) product to implement its current ECM system. Currently a total of 1.2 million records exist in the system approximating to about 10 million pages.

In addition to the Site Investigation and Restoration Section, the ECM System has since been implemented in a number of other programs within the Department:

- Underground Storage Tank Program (limited to closed sites) Division of Air Quality
- Septic Program
- Well Permitting Program
- Wetland Program
- Watershed Assessment
- Fish and Wildlife Enforcement
- Fish and Wildlife Boat Registration

DNREC has also made considerable progress in the last 15 years to streamline the following processes:

- Building an Enterprise Environmental Information System - Delaware Environmental Navigator (DEN) – DEN is currently capturing the majority of the data for Waste and Hazardous Substances, Air Quality, and Water. Currently, there is no data from Toxic Release Inventory (TRI), Tier II (Program tracking storage of chemicals at facilities), Emergency Response, Transporters, Boiler Safety or waste manifests in DEN. DNREC's Office of Information Technology(OIT) is working on a Transporter database that will integrate the data. However, data input is not the same as document management and scanning in these documents will have no impact on data input.
- Development of a portal providing information on various aspects of DNREC's programs – public users can search for documents via the web
- Implementing ECM in stages based on the needs of various programs

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- Executing email integration by utilizing DocFinity web services to import emails as attachments, if Docfinity is retained as the ECM software.

The existing setup and design within DocFinity separates each program/division into single categories from within the Application. This causes issues when attempting to share documents across divisions, lacks consistency within the Agency, and requires additional setup and configuration items when managing the Application.

Server Configuration

This section lists the technical specifications for the DocFinity Servers currently in use by DNREC for their DocFinity Production environment, including the Database Server, Application Server, and Repository.

Currently DocFinity is running on a single virtual Application Server from within the DNREC Virtual Machine (VM) farm. The Database server is a physical server and the file server runs within a virtual Windows Server running on a VMware ESXi 5.1 hypervisor on a Dell PowerEdge R710 with Dual Quad Core 3GHz Processors and 96GB Memory; the images reside on an EMC SAN attached via 4Gbps fiber-channel.

Database Server

Type	Physical Server
SQL Server	SQL Server 2008 R2 (64-bit)
Technical Specifications	Dual Quad Core 2.8GHz 48GB RAM, 1.07TB Storage

Application Server

Type	Virtual Server
Server Platform	Microsoft Windows Server 2008 R2
Technical Specifications	Intel Xeon x5560 @2.8 Ghz 8 GB RAM
DocFinity Services	DocFinity v10.6.1

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<i>DocFinity Licensing</i>	DocFinity CORE
	DocFinity HSM
	Licensed for 75 concurrent users

Repository

<i>Type</i>	Virtual Server
<i>Server Platform</i>	Microsoft Windows Server 2008 R2
<i>Technical Specifications</i>	1.19TB EMC SAN

• DNREC COMMITTEE FINDINGS

This chapter presents the results and findings from the committee's questionnaire to document and discover current practices and details in each Program and Division within the Agency. Each sub-section includes the Division's responses to the questions laid out in the questionnaire.

This committee and the questionnaire focused on the following groups:

- **Paper Process:** review of existing paper processes, both incoming and outgoing. ([Section 4.1](#))
- **Filing Structure:** this section reviews the current DNREC practices for organizing and identifying files or documents to retrieve, use, and dispose. ([Section 4.2](#))
- **Staffing Requirements:** this section includes responses to what resources are currently being used to file documents and process FOIA requests within each division. ([Section 4.3](#))
- **Daily Document Volume:** this section outlines the current daily volume of documents, both paper and electronic, within the divisions. ([Section 4.4](#))
- **Current File Storage System:** this section documents the current daily volume and overall storage requirements in the current ECM System, as well as responses to current storage requirements for paper files within each division. ([Section 4.5](#))
- **System Integration:** this section lists the results from the Integration question in the questionnaire to list current line of business applications within each division. This list represents those applications. ([Section 4.6](#))

- **Paper Process**

This section outlines the results and findings that were compiled from the Questionnaire. It focuses on the existing paper processes within DNREC.

Findings

As part of the effort in the project, the committee focused on reviewing the existing Paper Processes within each division. The information below outlines current paper processes in each division that responded to the Survey.

- **Division of Air Quality** – Currently all incoming documents are scanned and logged into the mail system. The document is then distributed to the Engineers through the mail system scan/email functionality. Outgoing documents are also scanned and logged into the mail system. Any outgoing mail from the telecommuters is processed thru the main office and entered into the mail log. This same process is followed in the New Castle Office. An email notification is received in Dover of any new documents that are scanned so the work is not duplicated.
- **Division of Energy** – Currently the division receives the documents, scans, and then either files or shreds.
- **Division of Fish and Wildlife** – Currently some of the paperwork is processed through state mail, department mail and US Postal Service. Some paperwork is scanned and processed through e-mail; scanned and emailed to appropriate agents.
- **Division of Parks** – Processes vary from site to site. Internal incoming mail from Dover goes to the field office administrative assistant desk and then is distributed accordingly. External incoming mail also goes to the administrative assistant desk for processing. Once paperwork is approved/processed it is sent either electronically (scanned) or mailed.

Certain documents are required to follow additional procedures

- a. Contracts, Agreements and Leases (CAL's) - Executed legal documents and critical data captured into Information Management System (IMS) located on department SQL Server. Next steps include document scanned into IMS, create payment schedules, invoices, etc. Original signed copies stored in Dover Central office.
- b. Invoices: clerical staff to management for signature to clerical staff, scanned to accounting for payment, entered into budget program, filed.
- c. Report of Receipts, invoices, small purchase cards, purchase requisitions, permit ledgers, etc. are scanned at satellite office locations to DNREC network folders. The scanned documents are retrieved and processed by DNREC central office fiscal staff.

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- d. Time cards: from staff member to Administrative specialist, entered into a spreadsheet and sent electronically to Dover office, copy to manager for signing, back to AS and then filed.
 - e. Special Use Permits: Held in pending file until all paperwork and fees are received. It will then be placed in a working binder reference for this year's permits. The binder will be filed by year and used as reference for next year's activities and correspondence. Any other paperwork received will be sent to necessary office staff or filed.
- **Division Waste and Hazardous Substances** – Underground Storage Tank (UST) and Above Ground Storage Tank (AST) Programs Lukens: Admins receive and sort mail, distribute mail as necessary to technical or managerial staff mailboxes, technical staff and managerial staff respond as necessary and return document or response to the admin, admin finalizes response and sends letters or documents to necessary internal and external parties.

Boiler Safety Program Blue Hen: Admins receive documents, process or data enter information, forward documents as needed to inspector or managers, inspectors or manager prepares a response and send the response to the admins, admins finalize response and send to internal or external customers as needed.

Solid and Hazardous Waste Management Section (SHWMS): Mail is delivered and opened once a day. Junk mail is discarded. Business related mail is dated, stamped, and delivered. One branch of SHWMS maintains an outgoing mail log.

Emergency Planning and Response Section (EPRS): Mail is delivered at 3 locations: Penny Lane, Blue Hen Mall, and Grantham Lane. Any mail sent to the wrong place is sent on via state mail.

Site Investigation and Restoration Section (SIRS): incoming mail is logged in, opened, date stamped, distributed, with site related document to scanning. Scanned, original to file, copy emailed to project officer. Out-going mail is either electronically sent and/or mailed. 75% of out-going mail is sent electronically.

DO - incoming mail is delivered 2x per day, date stamped, scanned and items that need to be delivered to someone other than the Director, log in legal documents. Outgoing mail is scanned before sending. Majority of mail is electronic.

- **Division of Water**

Ground Water Discharge Section (GWDS): Incoming documents are received and data stamped by the appropriate Administrative Specialist. The documents are then placed in the appropriate staff person's In-Box. If the Administrative Specialist is unsure of who should receive the document, it is forwarded to the Program Manager I for dissemination.

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Outgoing documents are placed on the Administrative Specialist's In-Box. In some cases the Program Manager I reviews and signs or approves the outgoing document. The Administrative Specialist is responsible for mailing out all documents daily, or having documents available for customer pick up.

WSS/WPB: No field offices. WPB receives incoming documents, date stamps received electronic well permits, and paper permits are scanned. Outgoing documents are mailed, emailed, or available for customer pickup.

GWPB, Hydrogeological assessments: incoming technical reports, outgoing technical memoranda, allocation permit requests, outgoing comments, permits, advertisements, Water use data, incoming and electronic transfer to data base and paper file storage, incoming groundwater monitoring data, outgoing technical reviews and recommendations, outgoing draft and final source water assessments of public water supply wells and intakes, incoming technical assessments for New Castle Co RPATAC. no outgoing paper.

Wetlands - Applications :Mail to admins to Scientist of the day for review to Admins for check processing and input into database to Manager for assigning to Scientist for handling project to Admin for final issuing to applicant; if a lease to applicant for signing, is sent back to us to Directors and Secretary's office back to us then to Recorder of Deeds and copy to applicant original to file; Accounting: Mail to Admin to Accounting: Army Corps: Mail to Admin to Scientist of project and /or file; Public Notice: Mail to Admin to Scientist to File, Recorder of Deeds : Mail to Admin to File.

- **Division of Watershed Stewardship** - Documents are received either email, State mail, UPS, FedEx, faxed, or hand delivered. Some satellite offices either email, or send hard copies to main office via a staff member that is working in the field that day. All the incoming mail in the R&R building goes to one central location for date stamping and distribution.

The Lewes Field Office: receives invoices for purchases either from the transaction or through the mail along with receipts for gas, etc. The invoices are coded, approved and signed, then sent to Dover for processing. Many invoices are sent directly to Dover. The accounting office often scans them and e-mails them to staff for approval.

Georgetown Field Office: Most mail is US Mail. It is opened, stamped received and placed in the correct employee mail box or held for Program manager's signature. Outgoing mail is picked up by State Mail service.

Watershed Assessment (Silver Lake): Travel documents are scanned, saved on the shared drive on the network and copied, hard copies are sent to accounting and the Director's office. Purchase orders are copied and mailed to the vendor and a hard copy is placed in the filing cabinet. Intergovernmental vouchers are coded, copied and sent to accounting and a hard copy is placed in the filing cabinet, sometimes they are faxed to accounting then filed. Emails sent directly to the employee are handled by the individual and they take the necessary action.

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- **Office of the Secretary (OTS)**- Public Affairs: Outdoor Delaware subscription renewals and invoices are received and distributed to employee inboxes on their desk.

Hearing Officer/Vest : For OTS, all incoming mail is received/distributed in the front OTS office by admin staff. If there is outgoing, it is placed in the proper bin for further admin distribution.

Hearing Officer/Haynes: N/A,

Secretary: Paper flow – all mail for the Secretary is received by the Administrative Assistant III (ASIII) , logged into Issues Tracking, submitted to the Executive Secretary for review and distribution instructions, then to ASIII (scan if not already scanned) for distribution, file or forward. Signature items are not scanned as they require live signature.

Deputy Secretary - Department Level: OTS Mail Log Deputy Secretary utilized for signature items. All items in which the Deputy Secretary assigns for response are handled through email, telephone or meeting/face to face contact. Responses to assignments may be through email, telephone, or in person meeting.

Community Services - Patrick Emory-Director: Sign off and forward approvals for purchases, time logs and training requests (All documents received must be signed by Director as normal office procedures require)

Office of Community Services (General): Receive receipt logs, time logs for signatures and forward to Fiscal or Sec. Office for signatures

Jennifer Bothell-Enforcement/FOIA Coordinator: Normal Office Procedures/open mail, take action and or file. – Community Services needs define/clarify what this means

Michelle Jacobs-Small Business Ombudsman: Normal Office Procedures/open mail, take action and or file.

Gail Henderson-Administrative Asst.: Normal Office Procedures/open mail, take action and or file.

Environmental Crimes Unit: Receive receipt logs from Grantham Lane office for scanning and documentation by Administrative Assistant in Georgetown relay on to fiscal office in Dover through state mail. Receipts from Georgetown office are sent to Chief in Grantham Lane office for signatures through either state mail or officer delivery and returned to Administrative Assistant for processing to fiscal.

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Financial Assistance Branch (FAB) – Presently we have no field offices. Incoming mail and faxes are received by the office admins and distributed to individuals; certain documents (very limited number) are scanned and saved on specific project folders on the server; hard copies of the scanned document are placed in the project paper files; outgoing internal and US mail is also processed by the admin.

Office of Information Technology (OIT) – OIT receives very few documents that need to be filed.

Accounting: Documents are received either through e-mail, state mail, USPS, or hand delivered to R&R Building or the Lord Building. The path it takes depends on the type of mail and the fiscal responsibility associated with it. All incoming mail is date stamped and given to the appropriate staff.

Scanned mail documents are printed for additional processing/signatures and then re-scanned and filed with a hard copy of the First State Financials (FSF) Fiscal document and sometimes electronically attached in FSF. There are some cases that documents are scanned and sent to Office of Management and Budget (OMB) or Division of Accounting (DOA) for signature prior to data entry in FSF. All mail is currently filed manually. In a significant amount of cases documents are scanned and maintained electronically also.

Human Resources: Documents are received either through e-mail, state mail, USPS, fax or hand delivered to the central Human Resource Office in the R&R Building. All incoming mail goes the Admin Specialist for date stamping and distribution in the appropriate staff member's mailbox. Some paperwork is scanned and emailed with encryption to other state agencies or external vendors. A very limited number of documents are scanned and saved in specific project folders on the server.

- **Delaware Coastal Programs** – Incoming mail: Admin Specialist. gets mail from R&R Building or US Mail direct to Dover office. Mail is logged and distributed in the office or put in bin for DNERR. Someone from DNERR, that has business in Dover, picks up mail.

Outgoing: Individuals generate documents – then provides to Admin Specialist. for mailing - Admin takes docs to R&R Building for Dept./State/US Mail.

Outgoing for DNERR - Individuals generate documents - Someone from DNERR, that has business in Dover, brings mail to Dover Office - Provides to Admin Spec. for mailing - Admin takes docs to R&R Building for Dept./State/US Mail.

- **Filing Structure**

This section outlines the current Paper Filing Process within the divisions and programs in DNREC. This data was gathered from within a Questionnaire that was distributed to each division.

Findings

As part of the effort in the project, the committee focused on discovering the current Filing Process within each division. In addition, the committee attempted to discover the current File Retention Policies in each division.

The information below outlines the current Filing Structure and retention periods, for each division that responded to the Survey.

- **Division of Air Quality** – currently the division has track filing. There are 17 shelving units with 8 shelves per unit (approx. 110.25' sq. ft. of filing space). The files are held in expandable folders. The folders are color coded, in alphabetical order, and the numerical order per facility and facility location. All natural minor paperwork go in blue folders, organized with application, permit, and permit amendments on the left, memos in a manila folder in the middle and basic correspondence on the right. Everything is in date order from oldest to newest in the folders. The synthetic minor permits are in blue folders with a purple tab, addressed the same as our Natural Minors. The Title V paperwork is in yellow folders. These folders are separated out. There is an application folder with a white tab, a draft permit folder with a green tab, and a final permit tab with a dark blue tab, this order starts over if there has been renewals. Behind the last part of the permit you have correspondence with a black tab, semi-annual report with a light blue tab and NOV's with a white. If the company has NOx Budget, CAIR or Acid Rain they are addressed behind the NOV's with an Orange or yellow tab. All confidential paperwork goes in a red folder. We also have Registrations that go in a blue folder with a pink tab. At the moment these are all placed together for a facility. Emergency Generators have a brown folder and are placed by county.

Retention - has not been reviewed since 1997 for Dover and 1984 in New Castle. Most of the files are on a permanent retention schedule, 5 years at the agency, and permanent preservation at archives.

- **Division of Energy & Climate** – For certain programs which require Energy to maintain files, they keep them for one year on site and then transfer the files to Public Archives for 3 years. For the Green Energy Program, files are maintained on-site for 7 years which is a requirement of the grant. For the Coastal Zone Act files are maintained on hand during the current year and the rest are then scanned and shredded.

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- **Division of Fish and Wildlife** – All files are currently kept in respective sections and periodically purged and all field office paperwork is kept in main office. Some paperwork is currently being stored in the existing ECM System (DocFinity). Hunter Education Office paperwork is handled electronically and kept in Archive boxes. Recreational licenses are kept on E-Gov. Grants are kept in office with no retention schedule. Director's office is all electronic files. Currently Boat Registrations and Fishing Licensees are scanned by a service provider and sent to DNREC. DNREC has built import routines to import these documents into the existing ECM.
- **Division of Parks and Recreation** – The filing systems vary greatly from satellite location to Central office. Files are maintained and purged periodically based on the state retention schedule.
- **Division of Waste & Hazardous Substances** –

UST and AST Programs Lukens: Paper files are maintained at the program level and are organized by facility. Each facility file has subfolders which are organized by specific program related activities. Files for UST closed facilities are in the process of being scanned. The program has scanned over 50% of the closed facility files using a SEE Employee and the use of a contractor. Contractor certification files are maintained separately as well as purchasing records.

Boiler Safety Program Blue Hen: Paper files are maintained at the program level. They are in numerical order by regulated object. Current outstanding invoices and code violation letters are managed separately. When the issues are resolved the database is updated and the paper record is no longer maintained.

For SIRS, Solid Waste, and HW Site file structure, please see [Appendix M: Waste and Hazardous Substances Site File Structure](#).

- **Division of Water** –

GWDS - Most of the documents received by the Large Systems Branch are related to a specific facility. Each facility has its own file folder. Each file folder includes several sub-folders specific to that facility. All facility files are retained in the office as long as the facility continues to operate. Following the proper abandonment and closure of a facility, the facility files are boxed up and stored in the Ground Water Discharges Section storage shed located on Route 8. Small systems, files are handled by Sections. GWDS small systems has site evaluation files, feasibility studies, permits, and Class H inspections are filed by the tax map parcel number. The permits are filed by the permit number generated by the database used. Retention plans for these is: retain data on computer system at agency for 10 yrs., then send to

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Dept. of Archives for permanent preservation. In addition, Class H Inspection forms are scanned and archived into the current ECM system.

WSS - Files are maintained by Sections. Permits and all relevant paperwork are filed by the permit number generated by the database. Electronic permits applications are printed out and filed by the number assigned by the data base and a PDF of the application and conditions are sent to the contractor.

GWPB: 4 major files; Facility files (large) ; Water Allocation facility files; Well Permit files; RPATAC files- no current retention schedule.

Wetlands - Storage for infinity of Leases; Field office files will be stored in Dover.

Water also has a custom web scanning utility that is used to capture and index well permit documents using the existing ECM.

- **Division of Watershed Stewardship** - Files are maintained for each program in that Section's general area. Files accumulated in the field office(s) are maintained there.

Watershed Assessment (Silver Lake) - Most documents are received electronically and saved to the shared drive on the network. Fiscal documents are copied and distributed to the proper person than filed in filing cabinet at the Administrative Specialist's desk. Mail coming into the section is stamped and given to the proper person; they either file at their desk or recycle the document.

- **Office of the Secretary** -

Public Affairs - Central filing pertaining to public affairs filed electronically under F:Public Affairs and then by initiative, program, event, media, etc. - then by year - then by date (as applicable)-All staff has access to and uses the same central system. -This drive is dedicated to public affairs - no one else has access.

Hearing Officer/Vest - maintains physical files regarding public hearings, and, when appropriate, prepare them for archives (forever).

Hearing Officer/Haynes -retains files longer than necessary to prepare order and then they are returned to the program that originated them. Most files are retained @ 2-24 months with majority retained for less than 6 months.

Secretary - General records/files retain 2 years on site and sent to Archives. Records are filed by subject, category or by agency. MOU/MOA and Board files are not archived. *Many documents received by the Secretary are copies or do not originate in OTS and are not maintained/housed in OTS.

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Deputy Secretary - Physical file cabinets with files by subject matter in numeric form (for Legislative items) and in alphabetic order by subject. Department Retention Schedules may be found on the F Drive. F:\OTS File Guides\Retention Schedules 4-2-13

Community Services - Patrick Emory-Director-General Filing for Office
Office of Community Services (General)-General Filing for Office

Jennifer Bothell-Enforcement/FOIA Coordinator-Paper and electronic (scanned) documents; filing cabinets and storage on computer.

Michelle Jacobs-Small Business Ombudsman-documents RAS files for future use

James Brunswick-Community Ombudsman-documents all meetings minutes and funds used; scanned documents and storage on computer

Environmental Crimes Unit-Training records are kept for the officers for the duration of their employment.

Financial Services Section –

- a. FAB - There are no field offices. There is no formal file retention schedule; certain documents are held until completion of audits by the EPA or our accounting firm; other documents are maintained for at least three years, but there is no organized file destruction plan in place.
- b. Budget & Financial: For the DNREC budget and financial records, hardcopies (along with a large percentage saved to the server) are on-hand as far back as 1983. Current retention is greater than required State General Records Retention Schedule for Budget Records.

Office of Information Technology – There are very limited number of files maintained by the OIT Manager. Most of these paper files have already been scanned into the Docfinity System. There are also number of documents relating to the section maintained by the OIT Manager on the network drive.

Accounting: All current and prior year fiscal records are maintained in each fiscal office. We are required to maintain fiscal records for 7 years and completion of a successful audit. Documents that are 3-7 years olds are boxed and sent to various off-site storage facilities. In some cases grant files are maintained beyond the standard 7 years due to federal regulations.

Human Resources: All human resource files are maintained in a central file room. Files are maintained for current and former merit, exempt and casual/seasonal employees, job postings, referral lists and other similar

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personnel actions for three years. At the end of the three years files are sent to Archives in accordance retention schedules.

Delaware Coastal Programs – Coastal Programs has been in the process of updating our Retention Schedule for about 6 years. Current draft does not adequately cover the DNERR.

Dover Office - Retention Plan out of date. Many boxes need to be prepped for Archiving. Federal Consistencies, Grant Documents and Reports, and Administrators Correspondence are the main areas. Boxed files stored both in Dover and at DNERR.

DNERR office - Current system is "piles". Some material (Grants and Reports) covered by current Draft Retention Schedule. Others are not. All material located at DNERR office.

- **Staffing Requirements**

This section outlines the staffing resources within DNREC that are currently handling incoming and outgoing documents. In addition, it provides current staffing needs for handling Freedom of Information Act (FOIA) Requests that are submitted.

Findings

This data was gathered in the Project Questionnaire that was distributed to each division. The questionnaire focused on current resources handling the below items:

- Handling Documents ([Section 4.3.1.1](#))
- Handling FOIA Requests ([Section 4.3.1.2](#))

- **Handling Documents**

As part of the effort in the project, the committee focused on reviewing the current resource and staffing levels for handling the current incoming and outgoing documents in each Division.

- **Division of Air Quality** – Currently 2 staff members handle incoming and outgoing documents; 1 located in Dover and the other located in New Castle; these resources log and scan documents. Once these documents have been scanned into the current ECM system, 2 employees handle all permit type files.
- **Division of Energy & Climate** – Currently 2-3 staff members at about 10% allocation
- **Division of Fish and Wildlife** – 16 staff members; approximately 38% of the time is devoted to these activities on average.
- **Division of Parks and Recreation** – The Division's evaluation of processing of incoming and outgoing documents varied greatly based on the size of the office and volume associated with day-to-day operations.
 - Field Location Examples.
 - 4 Staff @ 50%
 - 2 Staff @ 75%
 - 6 Staff @ 10%
 - Dover Offices
 - 4 Staff @ 20%
 - 2 Staff @ 10%
- **Division of Waste & Hazardous Substances** – UST and AST Programs
Lukens: Four staff members at 25% are dedicated to these activities.

Boiler Safety Program Blue Hen: Two staff members at 35% are devoted to these activities.

SHWMS - 4 FTEs, 10% each

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EPRS - 2 FTEs, 10% each

SIRS - 5 FTEs, 4 each spend 5% of their time, 1 25% of time (dedicated to scanning).

DO - 1 FTE, 10% of time.

- **Division of Water** – GWDS - Only the Branch's Administrative Specialist and the staff person responsible for drafting or reviewing the documents are involved in filing documents. Less than 10% of staff time is involved in handling and filing documents. Typically, the staff person responsible for facility oversight and the compliance officer responsible for facility inspections are the only 2 people that access a file. A request to review the files goes through the staff person responsible for facility oversight. Small Systems: All of the GWDS System's staff - seven employees.

WSS - GWPB- 5 @ 75% WPB- 7 @25%

Wetlands - 2 @ 25%

- **Division of Watershed Stewardship** - 10 staff members; 5% - 10% of their time is devoted to these activities on average
- **Office of the Secretary** – Public Affairs - 2 staff handle incoming paper mail. We get very little paper mail so it takes just a moment to distribute.

Secretary - 1 primary ASIII (Bower) to log mail and file – 25% (back up by 2 other admin staff (Ward/Henderson) for mail log when absent). The ASIII has other job duties in addition to logging in mail and signature items. The system used is also for actionable items and constituent relations inquiries sent to divisions for action-reason for 25%.

Deputy Secretary – 2: ASIII (Bower) that logs in mail also receives mail for Deputy and gives to the Deputy's ASIII (Ward). And the ASIII to the Deputy, handles his correspondence, files his hard copy documents including legislation – no legislation is logged into our tracking system, they use separate system.

Community Services

Patrick Emory-Director/Office of Community Services (General)-2/20%

Jennifer Bothell-Enforcement/FOIA Coordinator-1/10%

Michelle Jacobs-Small Business Ombudsman-1/10%

James Brunswick-Community Ombudsman - 1

Gail Henderson-Administrative Asst.-1/30%

Environmental Crimes Unit-2/20%

Financial Services Section –

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- a. FAB: 1 administrative specialist is responsible for handling incoming/outgoing documents and filing, but also other individuals will file documents in their area of project or financial responsibility.

Office of Information Technology – There is no staff assigned to handling the documents.

Accounting: 8 staff members devote 10% of their time to handling incoming/outgoing mail. 8 staff members devote 25% of their time filing documents.

Human Resources: 4 staff members, 40% of their time is devoted to handling incoming/outgoing documents and filing; 4 staff members, 10-15% of their time is devoted to handling incoming/outgoing documents.

Budget & Financial: 1 staff member with less than 5% of time is devoted to 'handling' documents plus any time reported by the OTS Administrative Specialists.

- **Delaware Coastal Programs** – 1 Admin. Spec. handles 90% of incoming and outgoing, hardcopy material. Also does informational and bulk mailings. This amounts to 0.5 FTE.

See [Appendix H: DNREC Document Handling Resources](#) for a table layout of current resource demands within DNREC for handling documents.

- **Handling FOIA Requests**

The committee also focused on the resource and staffing levels currently required to handle FOIA (Freedom of Information Act) Requests that are frequently submitted to DNREC.

This data was gathered in the Project Questionnaire that was distributed to each division.

- **Division of Air Quality** – typically 1; but that varies depending on the request. The time can be from an hour to several days.
- **Division of Energy & Climate** – volume of FOIA requests are small. The division does have one main FOIA liaison who assigns the task to the program manager.
- **Division of Fish and Wildlife** – Main FOIA representative is Vicki Rhodes. Vicki disseminates requests to appropriate personnel. Which could be several in each section.

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- **Division of Parks and Recreation** – Division of Parks and Recreation has one seasonal employee responsible for all FOIA requests. Typically this would be less than 5% of their annual hours worked.
- **Division of Waste & Hazardous Substances** – UST and AST Programs
Lukens: There are four staff who assist with managing FOIA requests with 2 hours per day dedicated to this activity.

Boiler Safety Program Blue Hen: There is one staff dedicated to assisting the FOIA process and the person dedicates an hour a day to this activity.

Solid and Hazardous Waste Management Section (SHWMS) - 1 FTE, 5 hours per request

Emergency Prevention and Response Section (EPRS) - 1 FTE, 5 min per FOIA

Site Investigation and Restoration Section (SIRS) - 2 FTEs, 10 min per FOIA, 30 min per appointment. 1 FTE paralegal reviews documents as-needed.

Director's Office - 1 FTE predominately distributing FOIA requests to WHS and Air. 2 hours per day.

- **Division of Water** –
 - a. FOIA request received by DW FOIA Coordinator (DWFCO);
 - b. DWFCO performs initial review to determine sufficiency of request/affected DW sections;
 - c. Request entered into DW FOIA log to create unique request ID and establish response "window";
 - d. Request forwarded to affected section PM II for assignment/response directly to requestor with cc to DW FOIA Coordinator;
 - e. Upon receipt of cc of response, DW FOIA Co-Ordinator updates log to reflect request completion.
 - a.
- **Division of Watershed Stewardship** - FOIA requests are given to the FOIA representative for the Division and Admin. Specialist III. The requests are disseminated to the appropriate personnel. Staff time varies according to whether the documents are already in scanned versus information contained in files (onsite or storage).
- **Office of the Secretary (OTS)** – Public Affairs - 1 staff member assigned to manage requests. All FOIA requests received are forwarded to Jenny Bothell/FOIA Coordinator.

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Secretary – FOIA requests for OTS Admin are handled by ASIII (Bower), who is also backed up to the DNREC FOIA Coordinator (Bothell). Time varies. All other FOIA requests are forwarded to FOIA Coordinator.*each division has a FOIA point of contact.

Deputy Secretary – FOIA requests for OTS Admin are handled by ASIII (Bower), who is also backed up to the DNREC FOIA Coordinator (Bothell). All other FOIA requests are forwarded to FOIA Coordinator.

Community Services - Jennifer Bothell-Enforcement/FOIA Coordinator-1 - Self; Depends on what they are asking for in the request; I am involved in cross-divisional FOIAs and they can take weeks, depending on Legal review, and volume of records requested.

Environmental Crimes Unit - 1-10 minutes/day

Financial Services Section-

- a. FAB– FOIA requests are not a common occurrence within FAB.
- b. Budget & Financial: One staff member with very few requests and little time devoted annually (<1%).

Office of Information Technology – The office rarely ever get any FOIA requests.

Accounting: 5 staff members could be involved with a FOIA request. The amount of time per employee time devoted annually (<1%)

Human Resources: Not applicable.

- **Delaware Coastal Programs** – 5 of our staff are likely to be involved in FOIA requests. Time has ranged from 30 minutes to 20 hours (for individual).

See [Appendix I: DNREC FOIA Requests by Division](#) for a table layout of the number of FOIA Requests submitted to each division by calendar year.

- **Daily Document Volume**

This section outlines the current daily volume of documents, both electronic and paper, that flow through each division in the agency.

Findings

As outlined in the objectives and goals of the project, the committee focused on discovering the daily volume of documents in the agency.

The information below outlines both the daily electronic volume (email and attachments) and the daily paper volume for each division that responded to the Survey.

See also [Appendix A: DNREC Daily Volume](#) for a table of Daily Volume numbers per division.

1. Division of Air Quality –

- a. Paper Daily Volume: 30
- b. Electronic Daily Volume: 20

2. Division of Energy & Climate –

- a. Paper Daily Volume: 14
- b. Electronic Daily Volume: 52

3. Division of Fish and Wildlife –

- a. Paper Daily Volume: 514
- b. Electronic Daily Volume: 436

4. Division of Parks and Recreation –

- a. Paper Daily Volume: 77
 - i. Report of Receipts – average of 42 additional multiple page reports ranging from 5 – 30 pages for each occurrence during the fee collection season.
- b. Electronic Daily Volume: 75
 - i. Report of Receipts – average of 42 additional multiple page PDF files ranging from 5 – 30 pages for each occurrence during the fee collection season.

5. Division of Waste & Hazardous Substances –

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- a. Paper Daily Volume: 206
- b. Electronic Daily Volume: 175

6. Division of Water –

- a. Paper Daily Volume: 106
- b. Electronic Daily Volume: 124

7. Division of Watershed Stewardship –

- a. Paper Daily Volume: 100
- b. Electronic Daily Volume: 125

8. Office of the Secretary –

- a. Paper Daily Volume: 53
- b. Electronic Daily Volume: 77

9. Financial Assistance Branch –

- a. Paper Daily Volume: 15
- b. Electronic Daily Volume: 30

10. Delaware Coastal Programs –

- a. Paper Daily Volume: 15
- b. Electronic Daily Volume: 100

- **Current File Storage System**

A file storage system can be defined in numerous ways. Currently DNREC has several locations where files are currently being stored.

- [Existing ECM System](#) (DocFinity)
- [Filing Cabinets and Shelves](#)

This section documents the volume, growth, and space currently allocated to each of these locations by division.

This data was gathered in the Project Questionnaire that was distributed to each division.

Existing ECM System (DocFinity)

DNREC currently is using DocFinity as the ECM solution within several divisions. For a complete overview of the current DocFinity System, please review the System Overview section above ([Section 3](#)) for additional details.

• Findings

The below section represents the storage capacity, monthly volume statistics, and space currently allocated in the existing solution. Currently DocFinity is located on an EMC SAN with 1.19TB of available storage, and is consuming ~ 400GB of disc space to house existing ECM Images.

- Available Space: 1.19 TB
- Currently Used: 400 GB
- Average Monthly Growth: 10 GB / per month

Filing Cabinets and Shelves

Each division and program has different filing procedures and processes for storing documents. The File Structure section above provides details to the filing process followed in each division ([Section 4.2](#)).

• Findings

This section compiles the results from the Questionnaire about current File Storage estimates for storing paper in each division. This includes the number of file cabinets and shelves per area, to help determine the backfile requirements as part of the Implementation.

See [Appendix B: DNREC Backfile Volume](#) for a table that illustrates this information.

- m. **Division of Air Quality** – 10 file cabinets – 17 shelving units with 8 shelves per unit
- n. **Division of Energy & Climate** – 11 five drawer metal cabinets
- o. **Division of Fish and Wildlife** – 46 file cabinets
- p. **Division of Parks and Recreation** – 50 file cabinets
- q. **Division of Waste & Hazardous Substances** –

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- a. Boiler Safety – 14 file cabinets
 - b. DO – 2 file cabinets
 - c. EPRS – 10 file cabinets, 6 bookcases
 - d. SIRS – 8 double sided-section – 8 feet tall
 - e. SWHMS – 38 file cabinets, 25 bookcases
 - f. UST & AST – 300 linear feet active files – 400 linear feet closed files
- r. **Division of Water** –
- a. GWDS – 26 file cabinets
 - b. Wetlands – 13 file cabinets
 - c. WSS – 22 file cabinets
- s. **Division of Watershed Stewardship** – 100 file cabinets
- t. **Office of the Secretary** –
- a. Admin – 2 file cabinets
 - b. Community Ombudsman – 1 file cabinet
 - c. Community Services – 1 files cabinet
 - d. Deputy Secretary – 9 lateral drawers
 - e. Enforcement – 3 file cabinets
 - f. Crimes – 2 file cabinets
 - g. Public Affairs – 3 file cabinets
 - h. Secretary – 2 five drawer and 2 lateral file drawers
 - i. Small Business Ombudsman – 1 file cabinet
- j. Financial Services Section -
- i. FAB
 - 10 Horizontal File Cabinets – 62" x 28" x 18"
 - 2 Fire Safe Cabinets – 53"x 22" x18"
 - 3 Vertical File Cabinets – 29" x28" x15"
 - 2 Lateral Cabinets – 53" x 36" x 19"
 - 2 Lateral Cabinets – 76" x 36" x 17"
 - 4 Vertical File Cabinets – 62" x 28" x 18"
 - 3 Vertical File Cabinets – 29" x 28" x 15"

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- 1 Small safe
Storage Building 5' x 10' with approximately 30 archive boxes
- k. Budget & Financial

- 1 Vertical 5-Drawer File Cabinet – 40"x 30" x 16"
- 7 Book Shelves – 36" x 12" x 12"

l. Accounting & Grants

- 2 Lateral 3-Drawer File Cabinets – 39"H x 42"W x 18"D
- 1 Lateral 4-Drawer File Cabinet – 53" x 42" x 19"
- 2 Three-drawer File Cabinets – 42" x 41" x 18"
- 2 Three-drawer File Cabinets – 30" x 38" x 18"
- 2 Two-drawer File Cabinet – 30" x 28" x 23"
- 4 Four-drawer File Cabinets – 42" x 53" x 19"
- 2 Four-drawer File Cabinets – 36" x 51" x 18"
- 1 Three-drawer File Cabinet – 42" x 39" x 18"
- 1 Five-drawer File Cabinet – 30" x 63" x 18"
- 2 Four-drawer File Cabinet – 36" x 53" x 18"
- 2 Five-drawer File Cabinet – 42" x 66" x 19"
- 1 Four-drawer File Cabinet – 42" x 52" x 18"
- 1 File Cabinet – 60" x 36" x 24"
- 1 File Cabinet – 67" x 42" x 19"
- 1 File Cabinet – 53" x 42" x 18"
- 1 File Cabinet – 15" x 15" x 29"
- 1 File Cabinet – 80" x 36" x 14"

*All the above represents 1/7th of the records that are in off-site storage for backfile scanning consideration.

- m. Human Resources Section: File room with 6 sections – 5.5 feet tall and 9 feet wide

- **Delaware Coastal Programs** – 65 boxes for archive, 9 file cabinets

- **Integration**

As part of the effort in the project, the committee focused on discovering other potential line of business applications that were candidates for ECM integration.

Findings

The information below outlines the results of the Integration question from the committee Questionnaire. These results have been compiled by division and system, and includes a brief summary of each system where given.

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1. Division of Air Quality –

- a. FOIA Requests
 - i. Currently is a web based form to allow customers the ability
 - ii. Requests are submitted when lawyers are unable to find the information that they are looking for
 - iii. FOIA requests could be requests for data or documents - wanting all data for a particular site
 - iv. Each division treats FOIA differently
- b. Issues Tracking (every division uses this application)
 - i. Is currently a tally system - uses it as actionable items, someone is complaining about yard waste

2. Division of Energy & Climate –

- a. FOIA Requests
- b. Issues Tracking

3. Division of Fish and Wildlife –

- a. Issues Tracking

4. Division of Parks and Recreation –

- a. IMS (Information Management System) –
 - i. Manages all contracts, agreements, leases, complete state park building and land inventory, scanned construction drawings, historical records, etc.
- b. Issues Tracking

5. Division of Waste & Hazardous Substances –

- a. Environmental Navigator (DEN)
 - i. Currently a good bit of integration
 - 1. Index automation
 - 2. Search and Retrieval
- b. FOIA Requests
- c. Issues TrackingTransporter Data Base(DB) - Search and retrieval – possibly
- d. TRI –
 - i. Full set of Application Programming Interface(API)'s - good candidate for integration
- e. Tier II Data – homeland security concerns would need to be resolved
- f. Emergency Response Database

6. Division of Water –

- a. Delaware Environmental Navigator (DEN)
 - i. Currently a good bit of integration

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- 1. Index automation
- 2. Search and Retrieval
- b. Issues Tracking

7. Division of Watershed Stewardship –

- a. Mudtracker
- b. BMP
- c. Issues Tracking

8. Office of the Secretary –

- a. FOIA Requests
- b. Issues Tracking
- c. Office of Information Technology- OIT provides integration assistance for the Department
- d. Accounting: None at this time. Would like to integrate with State's PHRST system
- e. Human Resources: None at this time. Would like to integrate with state's FSF

9. Delaware Coastal Programs (Section under the Office of the Secretary) -

- a. Federal Consistency Database
 - i. This is an SQL Server database with web-based interface developed for us by Vel Microsystems.
 - ii. Used to track consistency reviews within our office
 - iii. Placeholders are there to link to stored documents, however, I'm not sure if that would be file system based or included in the DB itself.
 - iv. Approx. 120 projects per year.
 - v. Associated documents range from 1-2 pages up to an entire archive box (i.e. Main Channel Deepening or Philadelphia Airport Expansion)
 - vi. Grant task for FY13 to create "electronic application" or fillable form. Details will be worked out after October 1st. Currently staff enter all data for the project. Desired outcome is that most or all entry would be done by applicant and supporting materials uploaded electronically.
 - vii. Some project can have D or E size blueprints or maps.
 - viii. A very long-term goal would be to integrate the Federal Consistency Database with other programs in the Department. We are responsible for the Consistency determination but other programs have specific program or permit requirements that the applicant must meet. It would be amazing if the other program could just check-off when requirements are met rather than tracking things manually. This cross-program link would also

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mean we could share the supporting documents as well.
Currently, each affected program will get a copy of something
that we may all be reviewing together.

- b. ResourceMate – Library Software
 - i. Coastal Programs has an extensive library of historic reports, program documents, books, and manuals.
 - ii. Would be nice to include but by no means is this a “have to”.
 - iii. This would possibly be a separate project of creating an electronic “Department Library” as much of this material is exemplar or reference in nature and not tied to a “Managed Site”.
 - iv. Lukens Drive office has (or had) a similar Library system for reference materials.

• DNREC ECM RECOMMENDATIONS

This chapter presents the committee's recommendations to achieve DNREC's goals for an Enterprise ECM System. Each sub-section includes the committee's endorsements and recommendations that DNREC should follow from a best practice standpoint to achieve the Agency's goals when reviewing and implementing an ECM Solution

Based on the discussions within the committee, this report focuses on the following areas:

- [Capture](#) – includes capture processes, indexing components, recognition, and forms processing.
- [Document Groups and Document Types](#) – defines how documents are structured within the ECM system.
- [Manage](#) – includes records management and retention, and business process management.
- [Systems Integration](#) – indexing and email integration, as well as Web Services APIs
- [Delivery](#) – security and search and retrieval
- [Backfile Conversion](#) – backfile scanning to convert paper to digital documents
- [Staffing Considerations](#) – review of considerations that DNREC should take when deploying ECM
- [Infrastructure](#) – servers and scanning hardware
- [Implementation Strategy](#) – best practice items to consider when Implementing ECM

- **Capture**

Structured and unstructured content enters an Organization from various sources. Regardless of the origin of the document, from unstructured paper documents and emails, to faxes and structured electronic forms, the content has a lifecycle.

In order to manage the lifecycle of the content through ECM, these files must initially be captured. Once the files are captured digitally, they are then assigned metadata, so that they can easily be retrieved and distributed. This section provides background information discussed within the committee as well as the committee's recommendations for ECM capture within DNREC.

Currently the majority of content delivered to DNREC is via paper documents, emails, email attachments, and some faxes. These documents include various forms of document sizes, from standard letter, legal, and ledger sizes, to large Architectural drawings (ArchA – ArchE). The ECM solution must be able to account for these various sizes and delivery of content.

Incoming paper documents can range from a one page letter to 100-200 page investigative study reports, permit applications with large maps, invoices and formatted reports. Incoming electronic documents could include emails, attachment to emails and electronic reports. Outgoing paper documents include signed permits, signed letters and multipage reports. Outgoing electronic documents include emails, attachment to emails, electronically generated permits and reports.

Divisions are currently equipped with various scanners and multi-function devices to capture paper content.

See [Appendix C: DNREC Scanner Inventory](#) for a list of capture devices per division (may not include scanners not connected to the network).

In order to meet the Agency's goals the committee focused on the following sections as related to Capture.

- **Centralized vs. Decentralized Capture:** the committee focused on evaluating the merits of setting up a document processing at one centralized document processing area, or whether capture should be more distributed in each division. ([Section 5.1.1](#))
- **Processing of Large Files:** evaluating the options for processing very large documents. This includes Architectural diagrams and reports page sizes in the 300 - 2000 pages. ([Section 5.1.2](#))
- **Indexing:** an essential part of the capture process, creates metadata associated with the scanned documents so that files can easily be found. ([Section 5.1.3](#))
- **Forms Processing:** the process of managing and posting structured forms online, to ingest into the ECM System. ([Section 5.1.4](#))

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Centralized vs. Decentralized Capture

The committee focused on evaluating the merits of setting up document processing at a centralized agency location, or whether scanning should be distributed at each agency location.

Specifically this section focuses on the following:

- **Centralize Scanning** – including the pros and cons
 - **Decentralized Scanning** – including the pros and cons
 - **Estimated Document Capture Costs** – includes both resources and capital equipment
-
- **Analysis**

The committee discussed two different approaches to scanning; centralized and decentralized. The below table illustrates the daily volume of incoming paper documents by division, but does not reflect the total number of pages.

Division:	Office:	Source:	Document Volume (daily):
Air Quality Total		Paper	30
Coastal Programs Total		Paper	15
Energy Total		Paper	14
Financial Services (FAB) Total		Paper	21
Fish and Wildlife Total		Paper	514
Office of the Secretary Total(does not include Accounting and Human Resources)		Paper	53
Parks and Recreation Total		Paper	77
Waste and Hazardous Substances Total		Paper	217
Water Resources Total		Paper	106
Watershed Stewardship Total		Paper	100
Grand Total			1583

- **Centralized**

Under the centralized processing model, all mail would be routed to the main campus and a scanning facility would be created with indexing specialists for the given divisions processing the batches that the main office scans.

- **Pros:**

- Increased data integrity, as scanning and indexing is done by few highly trained professionals. These highly trained professionals are dedicated 100% FTE to scanning and indexing documents on a daily basis.
- Helps ensure that the scanning process is easily standardized to maintain consistent productivity, quality, and accuracy since all scanning and indexing is done in a central location.
- Right sized scanners are setup to rapidly convert a large quantity of paper

- **Cons:**

- Space and location concerns – DNREC would require sufficient space for a centralized location that can handle the storage of incoming paper, scan hardware, and personnel. Given the current set up office buildings this is impractical because of acute shortage of space. Two of the Sections/Divisions (SIRS and Air Quality), which has implemented ECM using Docfinity system in a large scale, are located in satellite offices. Moving these to a central location will require uprooting of well-established systems.
- All the mail currently received by satellite offices will have to be routed to the main office (R & R Building)DNREC would be dependent on a single scanning operation to function during all circumstances
- Currently, the duties of handling/filing documents in the Divisions/Sections are handled by staff that perform other functions also. If you move towards a centralized model all or some of these staff cannot be moved to a central location since they have to continue to handle other non-ECM duties. The only option will be hiring new employees, which could be cost prohibitive.

- **Decentralized**

Under the decentralized processing model, all mail would be handled and scanned at multiple locations throughout the DNREC divisions and remote locations.

- **Pros:**

- Direct staff is usually knowledgeable about the documents to be scanned and indexed

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- Program staff is immediately available to answer questions, should they arise
- Multiple scanning stations are available in other divisions in case one division loses the ability to scan
- No additional staff need to be hired to implement ECM.
- No additional office space will be required to implement ECM

- **Cons:**

- Scanning is often a time consuming task performed by staff members that have other priorities and work tasks to perform
- The scan process is difficult to standardize across multiple divisions and locations
- Indexing quality and data integrity may be inconsistent across areas
- Little to no centralized management with having numerous decentralized scanning stations
- Costs for training a large number of staff and maintaining a large number of scanners and software can be costly

- **Estimated Document Capture Costs**

Document capture involves more than just feeding documents into a scanner. The scanning/capture process involves numerous steps, which provides opportunities for cost reduction and efficiency improvements.

Below are the steps involved in document capture:

- Document Preparation – sorting, batching, and staple and paper clip removal, etc.
- Scanning – feeding the scanner, clearing jams, making adjustments to the image (de-skew, rotation, etc.)
- Recognition – barcode recognition, or OCR
- Indexing and Data Validation – indexing of documents and validating the results
- Quality Control and Rescanning – quality control entails reviews and checks to ensure scanned images are readable – bad images are rescanned

Each of the steps above can either have a hard cost in capital equipment, or soft costs in labor and personnel, or both. The information provided in this report, provides strategies for reducing the cost of capture, and is outlined in the recommendations section below ([Section 5.1.5](#)).

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The below information provides cost estimates for each method based on the following assumptions (Note: these are assumptions and true benchmarking should be completed to calculate the true capture benchmark at DNREC):

- High volume production scanning sites process 1,000 images per day which is equivalent to single sided pages– for the sake of this assessment, we will use the baseline of 250 images per FTE
- Scan location for centralized approach will need 240 square feet at a minimum- 20 x 12 room
- Scan locations per employee will need 40 square feet (employee and scanner) - 6 x 6 foot area. If the decentralize scanning model is selected, this can be done within current office space allocations.
- Post scanning room will need 120 square feet at minimum – 10 x 12 room. If the decentralize scanning model is selected, this can be done within current office space allocations.
- Volume doesn't include the Architectural diagrams, as volume of these diagrams is unknown at this time
- Office space cost is calculated at \$10 / square feet

Therefore, based on the above assumptions, the below tables provide resource and cost estimates for each method:

- **Centralized** – based on the centralized approach and the estimated daily paper volume within the agency (1583 – see table above), the committee estimates the following:
 - At a minimum, 6 full time staff members shall be dedicated to the centralized scan area to process the ~ 1500 documents per day (average of 250/per employee). This is an assumption based on the limited amount of data we have from the survey.
 - An additional supervisor FTE may be needed to oversee the scanning operation and work on capture standards and policies
 - Additional 480 square feet of office space will be required to fulfill this model (240 + 120 + (40 * 6) = 600)

	Doc Preparation	Scanning	Post-Scan Processing	Total
Capital	4 Tables - \$2000	6 scanners - \$8,000 per 2 large format scanners - \$80,000	8 PC's - \$1,000 per	\$136,000
Labor	6 people+ 1 supervisor - \$50,000 per year			\$360,000

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Space	120 sq feet - \$1200	40 sq feet per scanner - \$2400	120 sq feet - \$1200	\$4,800
TOTAL				\$500,800

- **Decentralized** – based on the decentralized approach and the estimated daily paper volume within the agency (1583 – see table above), the committee took into account the following assumptions to estimates capture costs.
 - Scanning will be done with existing staff in lower volume sites (those sites with 200 documents per day or less)
 - Division of Fish and Wildlife (514 paper documents per day)
 - 16 staff members on average spend 38% of their time to current paper filing activates ~ 6 FTE on a daily basis
 - Based on this estimate – no additional staff is needed in the Division of Fish and Wildlife to handle this volume
 - Division of Waste and Hazardous Substances (217 paper documents per day) ~ 5.4 total FTE for handling documents
 - UST & AST – 4 staff @ 25% - 1 FTE
 - Boiler Safety – 2 staff @ 35% - .7 FTE
 - SHWMS – 4 staff @ 10% - .4 FTE
 - EPRS – 2 staff @ 10% - .2 FTE
 - SIRS – 4 staff @ 50% - 1 staff @ 100% - 3 FTE
 - DO – 1 staff @ 10% = .1 FTE
 - Based on this estimate – no additional staff is needed in the Division of Waste and Hazardous Substances to handle this volume
 - Additional staff may be required in the high volume locations – this estimate did not take into account the various volumes per location
 - Additional space requirements may be required, but is unknown at this time
 - Existing scanning inventory will be used at existing sites – although the purchase of new scanner hardware may be necessary in the divisions with higher volume (see above)

Please see [Appendix H: DNREC Document Handling Resources](#) for further resources details associated with handling documents within DNREC.

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	Doc Preparation	Scanning	Post-Scan Processing	Total
Capital	2 table - \$500	2 large format scanner - \$40,000 20 scanners at \$8,000 per scanner	2 pc - \$1000	\$243,000
Labor	N/A – no additional resources – existing resources will be used			
TOTAL				\$243,000

Large Files Processing

DNREC divisions regularly receive large scale documents. These can include plans and reports that number into the 200-2000 page range. In addition, Architectural drawings are common files that are regularly received.

- **Analysis**

DNREC typically receives two different types of large scale documents that need to be accounted for as part of the ECM System:

- **Large Documents** – this includes reports and plans that can number from 200 – 2000 page documents
- **Architectural Drawings** – these include large paper sizes that include GIS Maps, floor plans, etc.

However, the committee did not determine which programs needed access to large document scanning and where these programs are physically located.

Indexing

Indexing is the process of identifying attributes of a document which allows retrieval of a record or file. The cost of indexing cannot be determined at this time since it will depend on the scale of indexing programs want to use which will be determined during the implementation phase.

- **Analysis**

DNREC would like to continue to make use of existing indexing integrations, including working towards technologies that will allow paper information to be translated to electronic data without manual input.

Currently DNREC has setup indexing integration with the primary line of business application (DEN). This system provides indexing data for Waste Management, Air, and Water, to reduce manual index time and increase data integrity.

- **Indexing Integration** – continue to make use of the DEN index integration to reduce manual data input.

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- **Recognition** – DNREC would like to make use of current technologies that have the capabilities to read data that is currently unstructured to usable information. This includes Optical Character Recognition (OCR) by which images of characters can be identified and converted into metadata.

Forms Processing

Forms processing (eForms) is the process of creating, managing, and ingesting business or electronic forms into the system. Most forms are structured and feed the ECM system with metadata and documents to kickoff business processes or automate the indexing process.

- **Analysis**

DNREC currently has several electronic web forms that are receiving information electronically, which trigger follow-up business processes.

- FOIA Requests
- SB215 Applications
- Gasoline Vehicle Delivery Vessel Test
- W9's
- Hunter Education Liability Waivers
- Registration Fees
- Inspection Reports
- Licensing Renewal Applications
- Electronic Well Permits
- Insurance Coverage Forms

Recommendation

The key to a successful ECM System is the ability for users to easily and quickly find information and documents within the Repository. Documents and content must first be captured and converted to digital format, and in a clear and readable format. Document capture can be completed in a variety of ways; scanning, email integration, faxes, file upload, and API integration.

Metadata provides the glue to making those documents useful within the Agency. A good metadata model is perhaps the most important component of a successful ECM Implementation. Consistency and accuracy of metadata values is crucial to not only the retrieval of the document, but the lifecycle of the content and document.

The committee recommends that DNREC take these following Capture actions to ensure a successfully ECM Implementation:

1. **Capture Processes** – Each division should focus on standardizing paper processes. To reduce the manual paper filing time, document preparation should include the following tasks:
 - Group single page and multipage documents into separate batches – allows scan operators to scan large volume batches by putting a stack of paper into the ADF (Automatic Document Feeder). This helps reduce scanning time and provides a faster turnaround to end-users searching for documents.
 - Group multi-page documents by Document Type – grouping similar type documents into batches, will assist in streamlining the scanning and indexing process. If groups of documents are batched together, assignment to various indexing groups and indexing processing time is reduced since indexers know exactly what type of document they are processing.
 - Use barcode separator sheets when scanning multi-page documents – this helps utilize the scanners ADF and reduces paper handling time by allowing the ECM solution to separate out documents automatically as opposed to manually by an operator.
2. **Centralized vs. Decentralized Capture** – as noted above, the committee reviewed the merits of centralizing scanning vs. decentralizing scanning. Based on that discussion, the committee agreed that at this time, decentralized scanning is the appropriate method for an ECM solution within DNREC.

Under this model, records will be scanned at multiple locations in each division. This model helps accomplish the following:

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- Staff that scans records is already knowledgeable about the documents in the respective division.
- Since records do not have to be transported to a central location, the documents scanned are available for faster user retrieval and processing.
- Costs associated with transporting documents are reduced.
- Divisions already have capture hardware available, which allows DNREC to maximize use of existing hardware to reduce startup costs.

The exception to this rule is the processing and scanning of large Architectural diagram documents.

- Capture should be centralized for scanning of large diagrams and GIS maps - since this technology is expensive and only certain divisions receive and produce these diagrams, the committee agreed to centralize the scanning of these diagrams as far as practicable to reduce costs.

Please see the section [Large File Processing](#) below for further details.

3. **Capture Benchmarking and analysis to reduce capture costs** – DNREC should continually monitor and benchmark internal capture processes. This will allow the Agency to establish productivity expectations and set goals to reduce capture costs in the future. At a minimum, DNREC should review the following strategies for reducing the cost of capture:

- Use batch processing and capture best practices (see above)
- Use capture software and barcodes to automate data extraction – which in turn reduces the number of clicks resources perform on documents (see Forms Processing and Indexing Section below)
- Use DB lookups and integration with other line of business applications to populate metadata fields
- Convert paper documents into digital forms

4. **Large File Processing** – each ECM system is different on how they handle the processing and capturing of large files to ingest into the repository. Depending on the ECM Solution selected, DNREC may need to tweak the process for capturing these items.

- **Documents over 200 pages** – any files or documents over 200 pages. The committee recommends the following actions:
 - i. Decentralizing the scanning effort for these documents, if practicable

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- ii. Locations that receive large reports should be receive an scanner hardware review – based on volume there may be a need to either purchase or move a right sized scanner available for use – high speed scanner with 250+ ADF for scanning
 - iii. Locations should use specific capture software that allows for pausing documents between scan runs – allows combining runs for documents over the ADF limit (Kodak Capture Pro if using DocFinity)
 - iv. If the ECM System supports, the file should be pre-rendered so that the response times for retrieval are reduced
 - v. Where applicable, DNREC should attempt to convert paper documents into electronic files for processing and reducing capture of these types of documents
- **Large Format Diagrams** – includes architectural diagrams and GIS maps
 - i. Centralizing the scanning effort for these documents
 - ii. Central location should have a right sized scanner available for use – able to scan large floor plans, etc.
 - iii. Using specific capture software that allows exporting to a network directory for import into the ECM System
 - iv. If the ECM System supports, the file should be pre-rendered so that the response times for retrieval are reduced
 - v. Centralized scan location should be central to the divisions and have adequate space to handle a large table and scanner ~ 120 sq feet
 - vi. Actual scanning of large format devices should be handled by a single, or multiple for backup, resource to ensure proper use
5. **Indexing & Metadata** – assigning correct and accurate metadata to records in an ECM system is perhaps the most important aspect of a successful ECM Implementation.

Without the proper assignment of metadata objects to a document will result in loss of productivity, as retrieval of these documents will become extremely difficult. Incorrect metadata assignment by invalid keystrokes and human error will also cause retrieval issues and additional resource load.

The committee recommends following the below best practices in creating a solid metadata model and ensuring that data is accurate entering the system:

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- a. Determine what fields would be useful to help users find content
- b. Determine what information or fields need to be stored with the document, that isn't part of the document itself
- c. Automate the indexing process by using data source lookups to other line of business applications
- d. Use available technologies such as OCR (Optical Character Recognition) to intelligently capture form data and unstructured data to a usable format
- e. Consult with other Company's and divisions that have implemented a similar ECM solution for best practices and standards
- f. Use automated methods to catch as many fields as possible – this helps reduce data corruption errors when operators manually enter indexing data
- g. Use linked output columns to capture other line of business application data – this keeps primary Agency data stored in a single location, so that data integrity is maintained and updates to data in multiple locations is minimized.
- h. Setup a good Quality Assurance (QA) process – DNREC should setup a repeatable QA process on content entered into the system. This results in validating indexing data so that documents and data are accurate and easily available.

DNREC can make use of an ECM Business Process model to move all indexed documents into a defined QA business process, where content will be verified by multiple resources for accuracy.

6. **Forms Processing** – is the process of making use of already electronic information and structured data, to reduce the need for operators to manual index or scan documents. Therefore, the committee recommends that DNREC focus on first converting paper forms into digital/electronic forms.

The committee recommends the following in regards to Form Processing:

- **Moving from paper to electronic records** – DNREC should review policies and procedures to accept more electronic documents as records. Moving to electronic records provides the following benefits:
 - i. Eliminates waste and reduces paper output in the organization, which saves money
 - ii. Eliminates transit time and delivery of paper forms to agency location, by having all form submittals electronic

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- iii. Shorter run time to when documents are available for public viewing
- iv. Reduces manual processing errors by automating the capturing of structure data at point of entry
- v. Reduces staff time required when scanning and indexing paper documents.

Look to ingest existing electronic forms into ECM system –

DNREC should review existing electronic forms and where available, look to automate the importing of forms and content into the ECM system.

- **Setup barcodes on outbound reports and letters** – DNREC should review outbound reports and letters and attempt to provide some form of structure to these documents. Barcode technology is a form of optical character recognition (OCR) that consists of machine-readable information that is used to store data. It is less expensive, more reliable, and easier to use than other forms of OCR. Barcodes can benefit DNREC in the following manners:

- i. By using barcodes, DNREC could automate the indexing and scanning process upon retrieval of these documents to eliminate the need for manually processing.
- ii. Barcodes are highly reliable and consistent, providing assurance that indexing is accurate.
- iii. Barcodes provide better accuracy, less opportunity for error, and substantial savings in time and money.
- iv. Barcodes are less expensive than OCR software packages to deploy

The committee feels that Tank Registration Forms and Licensed Septic Installer Renewal Forms are good candidates for the use of Barcodes on outgoing mail. When these documents are scanned, the ECM recognition software reads the barcode on the document, which can initiate the following:

- i. Capture Document Type or Records Retention number to define the document and record upon ingestion
- ii. Lookup values in another line of business application (DEN for example) to pull down information or metadata associated with the document and populate the ECM system thereby automating the capture and index process.

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- iii. Designate which destination a document should have when it enters an automated workflow.

Please see [Appendix N: Barcode Types and Benefits](#) for additional details about barcodes.

- **Document Groups and Document Types**

Document taxonomy provides a formal structure for information, and group's content into logical groupings. This logical grouping is usually done by starting with groups of individual departments in an organization.

In order to meet the Agency's goals outlined in the Goals section above, the committee focused on the following sections as related to Document Groups and Document Types.

- **Document Inventory** – the committee started to create an inventory of files and records currently within DNREC.
- **Document Classification** – the committee started to logically group individual units into categories and potential document types in preparation for an ECM Implementation.

Document Inventory

As part of any ECM deployment, getting an inventory of documents is an initial stage to the ECM Implementation.

- **Analysis**

As part of the efforts of the ECM committee, the committee started to gather an inventory of documents within each division. This inventory of documents will assist with discussions on 'in-scope' and 'out-of-scope' items as part of the ECM Implementation.

In addition, this list provides a starting point for DNREC to begin gathering a complete Document Inventory list as requested in the Implementation Strategy.

Please see [Appendix D: DNREC Document Inventory](#) for a list of documents by division.

Document Classification

DNREC has been using ECM for roughly 15 years. The agency has already categorized several divisions in the existing system. Since the goal of the Agency is to deploy ECM throughout the enterprise, the committee also focused on some initial categories and proper groupings.

- **Analysis**

Specifically, the committee focused on the following items:

- **Evaluation the merits to re-index existing ECM documents** – DNREC already has a large number of scanned documents that have been indexed using a variety of methods.

- **Document DNREC Categories and Managed Sites** – the committee started to logically group documents into categories.

Please see [Appendix E: DNREC Proposed Document Categories](#) for a list of proposed categories in the Agency.

Recommendation

A proper set of Categories and Document Types provides a formal structure for information and documents.

- **Re-index existing ECM documents** – although the current structure has suited DNREC's current needs, the committee recommends that DNREC execute a re-index of the existing documents into the Enterprise categories listed in the appendix as part of the ECM Implementation.

As outlined in the Current System Overview section above, the existing category and document type setup and design within DocFinity separates each division into single categories from within the Application. This causes issues when attempting to share documents across divisions, creates replication of similar types of documents, and requires additional setup and configuration items when managing the Application.

The committee recommends that DNREC move forward with the proposed 'Managed Sites' setup and design, which requires that existing documents be re-indexed into the appropriate structure in the new ECM System. This helps accomplish the following:

- Consistent enterprise level approach to how content and documents are stored within DNREC
- Simplifies the Administration of the system into logical categories
- Groups similar types of documents together
- Simplifies search and retrieval of documents

This process will take significant resources to complete. IT resources will be required to generate CSV files for all current documents stored in the ECM system. Once these files are generated, they will need to be processed through a re-index tool to re-index the files currently located in the ECM system.

Current estimates on throughput for the re-index tool are around 15,000 documents per hour. Based on the total of 1.2 million images in the system, this process is estimated to take roughly 80 hours of processing time. This doesn't include the hour necessary to prepare for this process. Please see the [Staffing Considerations Section](#) for further details.

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- **Document DNREC Categories and Managed Sites** – The committee recommends building on the list that was discussed within the committee. The list may be incomplete and may need further study during implementation. DNREC will coordinate with Archives at the appropriate time during implementation to ensure consistency in categories. This will assist with the next phase of the project, when defining similar groupings of metadata objects associated with these high level categories.

- **Manage**

The manage category focuses on management of records and content throughout the content lifecycle. This includes Records Management and retention, and workflow/business process management (BPM) which provides tools to move content throughout a business process.

- **Records Management** – the practice of managing records and content to enforce retention and disposition of electronic records. ([Section 5.3.1](#))
- **Process Automation (Workflow/BPM)** – the capability to move content through a defined business process. These processes can involve system tasks, user tasks, or a mix of both to improve processes and auditing throughout an organization. ([Section 5.3.2](#))

Records Management and Retention

A Records Management program is necessary for organizations to proactively manage all content, storage, and information. An ECM Records Management program helps organizations centrally enforce retention schedules, while providing auditing and legal holds to ensure that records won't be purged or altered.

- **Analysis**

As part of the project, the committee briefly touched upon Records Management and its relationship within the Agency. The detail below represents the results of those discussions.

- **Retention Schedules** – DNREC is currently ahead of most Organizations as it relates to definition of retention schedules for each division. The schedules may need to be updated. DNREC will coordinate with Archives during the implementation phase. Although these schedules have not been universally applied to all records and divisions within DNREC, the majority of the Divisions Records have been assigned the following:
 - Record group – record group number for DNREC
 - Division – the division in which the retention schedule applies
 - Unit – the unit in which the retention schedule applies
 - Series numbers – actual records series number for each records title
 - Retention schedules – the schedule in which the record is required to be kept before disposition
 - Retention instructions – a series of instructions for the records series
- **Records Disposal Process** – the disposal process for both paper and electronic records is different in each program and division.

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The Office of the Secretary retains 2 years' worth of paper documents on-site, and then sends these documents to Archive for disposition. Other divisions have different requirements for storing paper documents on-site, depending on availability of storage and other program requirements.

- **Sending scanned documents to off-site storage** – the committee discussed the merits for sending scanned documents immediately to off-site storage. DNREC agreed that in most cases divisions and programs would be willing to send scanned documents offsite, as long as they were confident that the image quality and metadata was captured correctly during scanning.

Process Automation/Business Process Management (BPM)

Process automation (BPM) allows organizations to move content through a defined business process. By automating business processes, Organizations achieve shorter times than manual processing, which increases efficiency and ensure better use of resources.

During the project, the committee discussed potential candidates for process automation within DNREC.

- **Analysis**

Below are the results of the committee's brainstorming discussion on potential candidates for Process Automation within the Agency.

- **Septic Permit Application** – the application is currently in paper format and processing is currently manual.
- **Start Action Notices (SAN)** – is currently a SharePoint workflow – before a program starts developing rules they go through an approval process of the highlights of what is to be accomplished by the rules. The SAN is initiated by a staff person and goes through an approval process by a supervisor, manager, and Division Director.
- **Request for Gas Cards** – is currently a SharePoint workflow – employees driving assigned state owned vehicles need to request a Gas Card from Fleet services. This is initiated by a staff person and goes through approval by supervisor and an Accounting specialist before it is forwarded to Fleet for issuance of the Gas Card.
- **Small Purchase Request** – is currently a SharePoint workflow – purchases for less than \$5,000 do not require a formal State Approved purchase order. However such purchases need to be approved and funded properly. Typically goes through 3 levels of approval.
- **Out Of State Travel Request** – workflow would replace the current paper form.
- **Grant Process** – includes Grant Amendment Applications

- **Vapor Recovery test notification**
- **UST Change of service**
- **UST removal notification**
- **SIRS Consultant Qualifications**

Recommendation

Proper management of content and data is vital to a successful ECM System. ECM Records Management tools allow organizations to automate retention and records management requirements.

In addition, by utilizing ECM process automation tools, organizations can reduce processing time by eliminating manual processes, while fulfilling organizational auditing requirements, and aligning resources to be used for other tasks.

The committee recommends that DNREC take the following actions to properly manage content in the ECM System:

- **Records Management and Retention** – DNREC should build upon the current defined retention schedules and work towards classifying all other records in the division. DNREC should following the below best practices to ensure a successful Records Management ECM Program:
 - Identify records retention schedules based on legal and operational requirements and update currently out of date records schedules
 - Work towards implementing day-forward processes to classify images as records immediately upon ingestion.
 - Automate records classification where possible, this reduces employee confusion and classification errors.
 - Identify the trigger that initiates that the record is ready for disposal.
 - Create an Agency wide email appropriate retention schedule that is easy to follow across divisions.
 - Prioritize records retention schedule definitions for those documents that are in-scope of the ECM. This will help in discovering similarities, which will allow DNREC to group records that contain the same information and just have different program names.
- **Sending scanned documents to off-site storage** – The committee recommends that DNREC implement an off-site storage process of scanned documents to reduce the amount of paper stored at each location. The process could consist of retaining 3 boxes of scanned storage onsite, until divisions are comfortable with sending to offsite storage.

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The process would be similar to the following, and would be a continual process in each division and scan location:

- Box 1 = currently scanned into documents for a given period (depending on volume)
 - Box 2 = previous duration items that may staff may need to retain for legal or operational purposes
 - Box 3 = the box that is in transit to offsite storage
- **Business Process Management (BPM)** - the best practice approach to automating your processes is to clearly understand the current inputs and work outputs of a defined business process.

The committee recommends that DNREC focus on converting the SharePoint processes listed in the Analysis section above, into manageable ECM BPM models. This benefits the Agency by:

- Creating a central point for administration – provides a single workflow engine to manage and automate processes throughout the Agency.
- Moves towards a goal of consolidating business applications

- **Systems Integration**

This sections emphasis is on integrating the ECM system with other line of business applications and systems to gain further efficiencies within the Agency. Specifically this section focuses on the below integration types as discussed in the committee:

- **Indexing Integration** – streamlining the indexing process by pulling data from third-party applications to reduce manual indexing time and increase data integrity.
- **Email Integration** – the process of ingesting emails into searchable content within the ECM System.
- **Web Services / API(Application Programming Interface) Integration** – making use of available Web Service API's to provide a portal for searching and viewing documents outside of the ECM System.

Analysis

DNREC would like to continue to make use of existing integrations within the Agency. This includes, but is not limited to the following:

- **DNREC Website Integration** – currently is coded against the DocFinity API's to allow public users the ability to search for content and documents from the main DNREC website.
- **DEN Indexing Automation** – pulling data from DEN to populate metadata in the ECM System
- **SIRS Email Integration** – is a plugin that has been developed by DNREC, which uses DocFinity Web Services API's to execute dynamic lookups to gather metadata information and provides an archive button to convert the email to an image for storage and retrieval within the ECM System.
- **DNREC Boat Registrations** – DNREC has been receiving scanned and indexed boat registrations from DMI, a service provider, for years. This data is imported into the current ECM System periodically, upon receiving data on DVD.

In addition, to the items listed above, the committee discovered several other candidates for potential integration options:

- **Issues Tracking System** – could possible integrate using API's to pull back documents from the system.
- **Federal Consistency Database** – integration with other programs in the Department. The Coastal Program is responsible for the Consistency determination, but other programs have specific program or permit requirements that the applicant must meet. The integration would include the ability for programs to check-off when requirements are met rather than tracking things manually.

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- **Boat Registrations** – ingesting boat registrations into the ECM system by importing files and indexing information.
- **Information Management System** – replacing the document retrieval portion of the integration with the new ECM System.
- **TRI System** – integration by making use of ECM System API's
- **Transporter DB** – execute search and retrieval of documents from system.
- **Certified Construction Reviewers (CCRs) and Contractors Certification (Blue Card)**

Recommendation

Integrating your ECM solution with your other technology investments to gain further efficiencies is central to every ECM Implementation.

Currently DNREC has setup indexing integration with the primary line of business application (DEN). This system provides indexing data for Waste Management, Air, and Water, to reduce manual index time and increase data integrity.

The committee recommends performing the following actions to gain further efficiencies with the Agency:

- **DNREC Website Integration** – DNREC has built a portal that gives employee and public self-service options online. The committee recommends that DNREC build upon this offering and provide additional searching features and functionality as outlined in the Delivery Recommendation Section. ([Section 5.5.3](#))

By increasing the search and retrieval offering and making Agency content and information available for public self-service, DNREC can reduce the number of FOIA requests submitted. In addition, when these FOIA requests are submitted these requests will be handled without making paper copies which eliminates waste.

This recommendation is in line with the agency's goals of making environmental information electronically available to anyone, from anywhere, on any device and should be the primary focus and integration priority of the ECM implementation.

- **Indexing Integration** – DNREC should continue to make use of the DEN index integration to reduce manual data input throughout the Agency. In addition, DNREC should review other potential sources of data to reduce operator input during indexing where possible.

Email Integration – DNREC has built an extremely useful and productive mechanism for archiving emails and capturing additional data to that archival process. The committee recommends that DNREC continue to build upon that email integration plugin with SIRS and look to deploy specific email integration plugin's for other Division's in the Agency.

- **Delivery**

This category simple provides and presents information to users. This includes delivery of the content in a secure manner, and distribution of this content via various routes.

This section focuses on the following two items as related to delivery of content:

- **Security** – accounts for information security measures to ensure content marked as secure isn't accessible to the public.
- **Search and Retrieval** – ability to easily search and retrieve content and data from the ECM System.

Security

ECM Systems are built to house content and manage content throughout the document lifecycle. One component to delivering this content is by ensuring that secure content and data isn't accessible to public viewing.

- **Analysis**

committee briefly discussed security and how the ECM system will handle secure documents vs. public documents. Based on this discussion, the committee agreed that security was not in scope for the recommendations report, but will need to be accounted for during the ECM Implementation.

Search and Retrieval

Now that documents have been indexed and metadata has been assigned in a logical, accurate manner, users must now be able to locate the information quickly. Ensuring that searching for documents in the ECM is easy to users is a vital component to a successful ECM Implementation.

In order to meet the Agency's goals outlined in the Goals section above, the committee focused on the following items related to Search and Retrieval.

- Public images available to anyone from any device – makes data readily available digitally.
- Full set of Web Services API's for Search Integration – used to integrate ECM systems with existing technologies.
- Multitude of searching features – the ECM solution should be equipped with various searching options and provide the ability to present public documents and not secure documents. This includes, but is not limited to, Full Text Searching, which allows users to execute full-text searches on content currently stored in documents.

- **Analysis**

This section focuses on search and retrieval goals discussed in the committee:

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- **Public images available to anyone from any device** – DNREC requires that public Agency information and documents are made available to anyone, from anywhere, at any time, on any device.

As discussed within the committee, this public information must be readily available on all platforms, including mobile devices for viewing of public agency information. The ECM solution should be able to separate restricted data from public data, so that no data marked as secure is leaked for public review.

- **Full set of Web Services API's for Search Integration** – DNREC currently performs search integrations to allow public documents to be searchable via the web. From the primary DNREC website, web users have the ability to search for public documents online. At this time, this feature is limited to the existing divisions that are associated with the current ECM system.

DNREC would like to build upon this integration and make other division's information and documents available. The goal is to reduce the amount of FOIA requests that are submitted, by providing this information online and facilitating a quick response within the expected 15 day timeframe without managing paper.

- **Multitude of searching features** - DNREC's ECM solution must be feature rich from a search and retrieval standpoint. Currently users are able to search for documents via standard search methods, but DNREC would like to increase its available toolkit to provide easier retrieval for staff and public users.

DNREC should be able to execute these searches within the default UI of the ECM system, as well as being able to integrate existing technologies to offer these searches by utilizing Web Services API's.

At a minimum, the ECM solution should be able to provide the following search features:

- **Category Search** – allow users to browse through the documents belonging to the Categories and Document Types they have security permission to access. Allows search and retrieval at a broad level by main category.
- **Metadata Search** – allow users to search by entering values in specified metadata fields, and/or by pre-specified Metadata Object filters. in hierarchical order.
- **Full Text Search** – allows users to search within the text of documents that have been full-text indexed.
- **Checklist Search** – conducts a series of sub-searches, each with their own search criteria, to find groups of related documents. Users can instantly see in Search Results how many sub-searches found results.

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- **Tree Search** - allows users to filter the results of the metadata search by drilling down through a pre-defined tree.
- **Custom Admin Search** – provides administrators the ability to create custom-saved searches based off of queries written by ECM Administrators.
- **Linked Output** – allows searches to pull data from a third-party database for display in a search. This allows data outside of the primary ECM system to be available for review by users.

Recommendation

Searching and delivery of content to DNREC staff and public users in a timely and easy manner is vital to the success of ECM within DNREC. Information and documents should be easy to discover and locate.

In order to ensure that these goals are met, the committee recommends the following:

- **Follow indexing and metadata recommendations** – as the term states; ‘garbage in, garbage out’. DNREC should follow the indexing and metadata best practices by creating a metadata model that focuses on automation and data integrity.
- **Expanding current search integrations** – DNREC would benefit from expanding on current Search and retrieval integrations by offering additional options to staff and public users.
 - **Tree search** – expanding the search offering to allow for tree level searching for staff and public users. This allows users to search based on categories and drill-down to the specific desirable level. This helps eliminate the issue of users not knowing exactly what they are looking for.
 - **Creation of targeted searches to post to the web** – The committee recommends that DNREC targets the most heavily used and requested public document requests into specific targeted searches to post to the web. For example, if public users routinely request access to permits or grants, DNREC should setup a specific location on the web for retrieval of these documents.
- **Full Text Search Capabilities** – The committee recommends that DNREC provide staff and users the ability to access documents through keyword and full-text search. This allows staff to directly pinpoint a location in the document through key information systematically, without the need comb through pages of documents to find the relevant data.

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- **Use Linked Output Columns when possible** – to reduce the amount of data located in the ECM system, the committee recommends using linked output columns where necessary. These linked output columns query a third-party database, to pull back data from the primary link of business application to display to the user in the ECM system. This eliminates redundant data from being stored in multiple locations, so that any change to the data will be easily updated within the ECM system.
- It is also recommended that to facilitate display of large format documents captured electronically, the Department provide large size monitors at appropriate locations throughout the Department.

- **Backfile Conversion**

Backfile conversion is the process of converting legacy paper documents into electronic files. This process converts currently unstructured content and data to structured content and data for informational use and retrieval.

Analysis

As part of the effort of the project, the committee gathered file storage requirements for current paper storage locations in each division. This information was then translated into estimating the number of paper documents to be scanned as part of a backfile effort to convert paper to digital format.

As part of the backfile estimate process, Optical Image Technology gathered industry standard conversion information from the below URL.

Conversion Standards URL: <http://www.archivebuilders.com/aba003.html>

Based on the industry standard conversions, and the assumptions below, Optical Image Technology estimates the following:

- **Volume –**
 - If files are simplex: roughly 6.1 million pages
 - If files are duplex: roughly 12.1 million pages
 - Hybrid (50% simplex and 50% duplex) = 9.1 million pages

See [Appendix B: DNREC Backfile Volume Estimates](#) for volume supplemental information.

- **Storage –**
 - Simplex: 300GB of backfile storage needed (estimated)
 - Duplex = 600GB of backfile storage needed (estimated)
 - Hybrid (50% simplex and 50% duplex) = 450GB of backfile storage needed (estimated)

See [Appendix B: DNREC Backfile Storage Estimates](#) for storage supplemental information.

Below is a list of assumptions made during this conversion process:

- File drawer, lateral drawer, and shelf are roughly the same size
- 1 box = 2,500 pages
- 5 drawer file cabinet = 12,500 pages
- File cabinet = 10,000 pages

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- Double sided 8 foot high section is the equivalent to 4 file cabinets
- Bookcase is about the same size as a file cabinet
- 300 linear feet = 18.75 file cabinets
- Documents are standard text documents
- Applied general rule of exactly one billion bytes (a GigaByte) for every 20 thousand pages

Recommendation

The committee recommends that DNREC take a methodical approach to converting legacy paper documents into digital storage.

Best practices for converting large paper storage to digital format is extremely time consuming and requires dedicated resources to complete this effort. In order to reduce the amount of backfile documents to be scanned, the committee recommends that DNREC take the following actions before conversion:

- **Review backfile paper documents and perform the following:**
 - Do not convert backfile documents that are in-active – for those legacy documents that have reached the end of their lifecycle, DNREC should follow established records retention schedule and either destroy or send to Archives for long-term storage.
 - Only convert paper files that are active – DNREC should review the paper files and only convert files that are active to digital storage.

By following the above recommendations, DNREC can ensure that proper resources are being allocated to Active documents only, and that storage costs are greatly reduced by limiting the volume of documents scanned into the system.

In addition to converting only active documents into the system, the committee recommends that DNREC assign backfile priority to divisions that would supply immediate organizational benefits.

- **Convert Paper documents for divisions that receive the highest number of FOIA requests –**

After reviewing the FOIA requests by calendar year table (See [Appendix I: DNRE FOIA Requests by Division](#) for supplemental information), the committee recommends assigning priority to the divisions that receive the highest number of FOIA Requests annually.

The goal is to convert the paper documents to digital format, which should reduce the number of requests submitted by making information available for public self-service. When these FOIA requests are submitted these requests will be handled without making paper copies, which eliminates waste. Also,

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by making information available digitally, internal resource needs are drastically reduced and FOIA request run times are shorter.

Based on the number of FOIA requests submitted annually, the committee recommends that DNREC focus on converting the following division's paper documents to digital storage first:

- Division of Air Quality and Division of Waste and Hazardous Substances
- Division of Water Resources

- **Infrastructure**

A proper ECM Platform requires proper planning, so that the underlying infrastructure is flexible, and scalable to meet the immediate Organizational needs and future expansion needs of the System.

Each ECM System is different in the underlying architecture to support the application and the needs of the organization. This section focuses on a few hardware items to consider as part of the ECM Implementation.

- **Servers** – provides a list of best practice items to consider when deploying an ECM system.
- **Storage** – provides storage requirements based on backfile information and current system storage needs.
- **Scanners** – lists the current scanner inventory within the division's at DNREC.
- **Secure Web Traffic Isolation** – DNREC is looking to isolate web server and application server traffic to secure

Servers

At a minimum, ECM Systems require three main components that makeup the underlying architecture of the System. This includes a main database, and application server that runs the ECM system, and the file server which contains the images in the repository.

In addition to these three main components, the committee recommends that DNREC follow the below best practices when deploying an ECM system.

- Isolate front end processing from back-end processing – the ECM System should be able to isolate user based scanning, indexing, and searching resources from back-end BPM processing and importing resources.
- Run the database server on a physical server – in our experience physical servers have more capacity and better performance to handle ECM deployments.
- Leverage existing technologies to reduce costs – this includes existing VMWare installations which should be able to handle future growth

Please see the section [DNREC Current System Overview](#) for details on existing hardware running the current ECM System.

Storage

Managing the repository and storage of documents in an ECM system is paramount to keeping storage costs low, and to keeping overall performance of the system high.

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Storage requirements and setup is dependent on the ECM Solution that is selected, but the committee recommends performing the following best practice items to managing storage and ensuring performance of the DocFinity system:

1. **Setup multiple repositories** – at a minimum, DNREC should have 3 separate repositories setup and configured in the DocFinity system. These repositories can be as simple as separate shares located on the same physical or virtual storage drives, or located on separate physical or virtual storage drives (depending on what your site has available).
 - a. Primary Writable repository – this is the main repository of the system. All newly created documents will be inserted and managed through this single repository. For optimal performance, this repository should be on your best storage drives.
 - b. Renderings repository – renderings should be stored in a secondary repository. The reasoning behind creating a separate Renderings repository is to manage the lifecycle of how renderings are stored. Renderings should be retained for recently acquired documents that will be frequently viewed. Older renderings that are not often viewed can be purged using an HSM Purge Renderings action to help manage storage space, on a schedule and using criteria that makes sense for your documents lifecycle.
 - c. PDF Renditions repository –this repository will be used for Archival purposes. Depending on your records management policies, if you plan on creating PDF/A documents, your storage needs could grow significantly and therefore, this repository could be stored on your cheapest storage option)
 - d. Additional repositories (as needed) – depending on your current resources (if space is an issue), additional repositories may be needed to move documents from the faster primary writable repository, to a more long-term archival repository structure. You can setup HSM activities to move documents based on the document lifecycle and business requirements to a separate repository. Retrieval of these documents will be done in the order in which the application has been configured. For example, your primary repository will be the first repository in which document retrieval will be initiated, if the primary repository does not contain the resulting image, it will search the next repository defined in the app, and so forth.

Scanners

Today, many businesses have investments in Capture hardware such as Multi-function devices (scan, fax, print, copy), as well as document scanners. In our experience, having the right scanner depends on volume and content type.

Dedicated scanners with automatic document feeders are the primary source for standard high-speed scanning. These scanners allow for batch scanning, where speed based on volume is a requirement. Multi-function devices are best suited for standard documents at a much lower volume.

Based on daily paper volume estimates in each division, DNREC should re-assign or procure additional capture hardware in the following divisions to account for daily scanning requirements, where funding isn't an issue:

- Division of Fish and Wildlife – division accounts for the majority of paper records on a daily basis

In addition, based on the processing of large files, DNREC should centralize capture of large architectural diagrams which may require the following:

Please see the [Capture Recommendations](#) section for further details around processing large files.

- Purchase a new Large Format scanner to capture architectural diagrams and GIS Maps

See [Appendix C: DNREC Scanner Inventory](#) for a list of current scanner inventory in DNREC.

Desktop Hardware

Since the deployment of an ECM system focuses on making content and information available electronically, the committee recommends that DNREC review existing desktop hardware to ensure that staff members can easily retrieve information and documents.

- **Review existing hardware** – DNREC should take a current inventory of desktop hardware and purchase additional monitors for staff members whom will be retrieving documents readily within the ECM system. This helps increase staff productivity, by allowing the retrieval of ECM information on a separate monitor, so that regular business work is still easily accessible on the primary monitor.

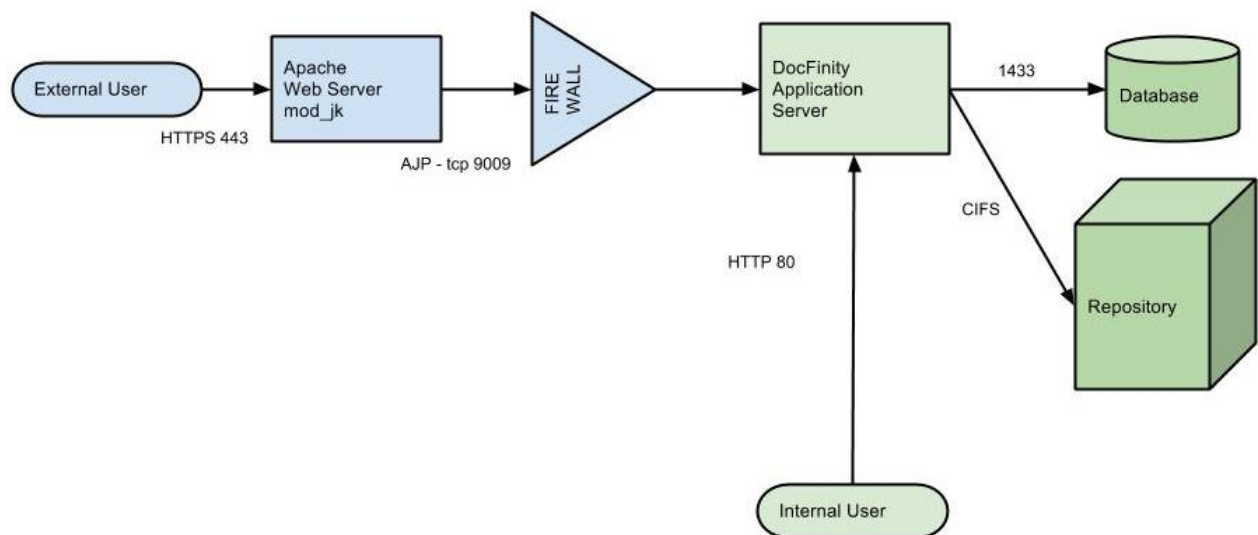
DNREC Web Traffic Isolation

As part of the overall IT strategy at DNREC, they have requested that the solution be able to separate the Web Server and the Application Server running the web services so that the application makes its calls to web services residing on another server. This will allow the DNREC IT team the ability to explore the possibility of inserting an XML firewall between the public facing web server and an application server running the web services internally.

The diagram specified below, illustrates how the DocFinity Application would handle this requirement. In addition, below is a URL to a knowledgebase article that explains this relationship further in DocFinity.

- [Apache, JBOSS and DocFinity v10 Solution Guide](#)

DNREC Web Traffic Isolation Diagram



5.7.6: ECM Software

DNREC has been using Optical Imaging Technology's Docfinity software for more thirteen years as an ECM solution. DNREC purchased an enterprise license for this software in 1993. DTI established standards for ECM software in 2010 and rated Docfinity as a "declining" standard. DTI wanted DNREC to migrate to one of the three approved standards. Since this could involve substantial investment DNREC appealed the decision to DTI. After reviewing the newly released version of Docfinity software DTI stated that even though DTI will not approve the product for use by other agencies DNREC could continue to use Docfinity.

DNREC's Office of Information Technology (OIT) has been reviewing the ECM products on DTI's approved standards. DNREC has been reviewing Nebraska EPA's implementation of ECM which uses one of the standards (Onbase) recommended by DTI. The product looks very promising and DNREC OIT is further evaluating this product. Recently DelDOT has started an ECM solution using Onbase. If DNREC decides to use to Onbase we can piggy back on DelDOT's contract eliminating the need for an RFP. Following is a preliminary comparison of Docfinity and Onbase products:

Docfinity – Pros	Docfinity- Cons
Known entity; hence easy to continue to the path of ECM without any break	Document Retrieval response time high (Docfinity maintains that this is because our hardware is not configured properly. This needs to be looked into)
Enterprise License is paid for; only additional cost will be for maintenance (about \$30K per year)	Poor technical support
Proximity to the vendor – State College, PA	Web Client only
No need for retraining IT staff and current end users	Poor database structure
	XML firewall not proven yet
	Not a State standard even though DTI has approved its use by DNREC
	No mobile client at this time

OnBase– Pros	OnBase - Cons
Fast response during document retrieval	new license costing about \$400K-\$500K
Web and thick client (for intranet users)	Migration cost - unknown
Works well with XML firewall	ECM implementation will be delayed
State Standard	Unknown entity

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Mobile client available	Retraining of IT staff and current end users
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• Staffing Considerations

This sections emphasis is on providing DNREC with staffing considerations to keep in mind when implementing and supporting an ECM System deployed at the Enterprise level.

Specifically, this section focuses on the below topics:

- **Daily scanning and indexing resources** – resource recommendations to account for the added workload of scanning and indexing documents enterprise wide in a decentralized scanning process.
- **Backfile Scanning resources** – methods and options to complete the backfile process for converting paper documents to digital format.
- **Bulk Re-indexing resources** – resources required to complete the bulk re-index process of all current ECM documents.
- **Technology resources** – technology resource needs to manage and monitor an enterprise ECM system.
- **Project resources** – resource recommendations to account for as part of the ECM Implementation Project.

Analysis

As part of the effort of the project, the committee gathered staff requirements for filing, processing, and fulfilling daily paper filing and FOIA Requests. See Staffing Requirements section for supplemental information ([Section 4.3](#)).

The below table illustrates the daily volume of incoming paper documents by division.

Division:	Office:	Source:	Volume (daily):
Air Quality Total		Paper	30
Coastal Program Total		Paper	15
Energy Total		Paper	14
Financial Services Total	FAB and Budget	Paper	21
Fish and Wildlife Total		Paper	514
Office of the Secretary Total		Paper	53
Parks and Recreation Total		Paper	77

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Waste and Hazardous Substances Total		Paper	217
Water Resources Total		Paper	106
Watershed Stewardship Total		Paper	100
Grand Total			1583

Recommendation

To support a successful ECM System, proper staffing and resource allocation is required to ensure that run times are reduced.

Note: FTE's may not be able to be moved throughout the Department due to their funding.

• Daily Scanning and Indexing Resources

Based on current resource information and document volume estimates provided in the Survey, the committee recommends the following:

- Use existing staff to fulfill scanning and indexing needs – based on volume estimates (see above) and the current resources for filing information, the committee feels that the volume is low enough that daily scanning and indexing requirements can be completed by current internal staff.

With that said, a baseline and benchmark should be established to validate this assumption. Depending on the design and automated indexing tasks setup, could greatly affect scanning throughput and may require additional staff to support the added volume. For example:

- If an operator processes 250 documents per day, that equates to 32 per hour. If DNREC were to add an additional indexing value, that number could decrease to 225 documents per day, or 25 per hour. The remaining workload, would need to be shifted to another resource or an additional resource would need to be hire to account for the daily volume
- DNREC should perform the below best practices to ensure proper data integrity and quick run times to making content available for public self-service:
 - Assign a point person to serve as a Quality Control Officer for scanning and indexing documents in each division – this staff member should be familiar with division processes which will standardize on capture and indexing to ensure data integrity
 - Automate the indexing process – DNREC should focus efforts to automate the indexing process when available. This includes integrating with other line of business applications and making use of

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automating capture technologies (See Capture section for additional information).

- Establish a training plan, standard operating practices, and quarterly meetings for all those involved in scanning and indexing documents.

- **Backfile Resources**

Converting paper documents to digital storage is a long process that can be fairly time consuming and resource intensive.

Depending on DNREC's overall goals and time constraints, the committee recommends that DNREC take one or more of the following actions to completing the backfile requirements to converting to digital storage:

- **Hire an outside vendor** – there are numerous vendors who provide backfile resources that convert paper to digital content. This includes not only converting the document to electronic format, but also includes index information associated with each document to ingest into the ECM System. Please note that internal resources are still required with this option, as DNREC personnel would still be responsible for organizing and shipping the files to the vendor. This additional resource requirement needs to be taken into account when recommending a solution. DNREC's experience with outside vendors has not been very positive.
- **Hire temp workers** – DNREC could hire temporary workers to complete the backfile scanning process.

- **Bulk Re-indexing Resources**

The re-indexing process that was discussed in the Manage section ([Section 5.3.3](#)) will require significant resources to complete.

Based on current estimates, DNREC currently has 1.2 million images that would need to be re-indexed as part of this effort. This will require IT resources to execute the following:

- Setup data sources to query for new indexing values
- Query the current ECM System and data sources to join new values to the current documents in ECM
- Produce an CSV file that includes the DocumentID and new indexing value to reset
- Execute a re-index tool to bulk re-index the 1.2 million documents

Based on these tasks, the committee estimates that the following number of IT hours would be required to complete this task:

- Re-index tool processes roughly 15K / hr – total of 80 hours to process files
- 80 hours of preparation time will be required to review and analyze the existing system and join these values against the new system

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- Total of 160 hours with 20% contingency, would require a total of 192 IT hours

- **Technology Resources**

DNREC is looking to deploy ECM at the enterprise level within the Agency. This requires significant resources to maintain and administer the ECM system on a daily basis.

At a minimum, the committee recommends that DNREC assign an IT resource to account for the added workload and resource requirements that will be demanded from the internal IT team.

- **Project Resources**

Successful ECM projects depend on good enterprise wide strategy and planning. Most ECM projects require additional software, hardware and network infrastructure, and resources to accomplish organizational goals.

Therefore, in order to have complete oversight on strategy and fulfillment of Agency wide goals, the committee recommends that DNREC either hire or appoint a full-time project manager to oversee the project from inception to completion.

Based on the DNREC's goals as defined above, the committee feels that the effort involved in a successful completion of this project, will require oversight from a Project Manager to ensure that tasks are staying on track, and that the ECM project is tied directly to business strategy.

- **Implementation Strategy**

The committee recommends a phased implementation approach that focuses on Managed Sites as the initial Phase in the implementation. Managed Sites are what the public is interested in, so DNREC should focus on delivering results that immediately have high reward to the Agency. DNREC should focus on a site that allows for a quick organizational win and staged learning of the new technology being implemented.

Organizational change management is crucial to the success of an ECM implementation project. Successful ECM projects require that from the top down, an organization has a clear, desired end goal. The Implementation should also have the proper ownership and support to ensure that needed changes can be adopted. Technology can only bring an organization to the point of the change; how well employees adapt and buy into the changes directly affect the project success. Successful projects identify roadblocks to change and create a plan to mitigate and communicate the changes needed to all parties.

Successful ECM deployments require a well-planned and discussed strategy and implementation plan. The planning phase of the project is perhaps the most important stage, as it brings the project under the microscope, begins assessing the smaller details and predicting the time investment, costs, and specific resources required.

The committee recommends following these steps to begin a successful ECM Implementation:

- Assign a full-time Project Manager to oversee and lead the project. The project manager should help drive completion of the project, assignment of tasks, and secure acceptance and approval of deliverables from the Project Sponsors
- Setup project leadership team – team should be comprised of key leaders from each division to establish goals and strategy
- Discuss and document a formal ECM Strategy that focuses on Agency goals – the approach and strategy should be determined based off of business need and justification
- Review other ECM Products on the market - carefully evaluate software and web-based platforms from numerous third party vendors before proceeding with a solution
- Analyze business and technical requirements:
 - Requirements should be reviewed and discussed at the enterprise level – saves on costly re-design efforts in the future

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- Gather a complete list and Inventory of documents – build upon the list that was started as part of this project (See [Appendix D: Document Inventory](#) to start).
- Document a solid metadata model – creation of indexes for search and retrieval (See [Indexing](#) section for best practices).
- Settle on capture solutions and capture distribution – provisioning of new scanner hardware (See [Scanner](#) section for additional detail).
- Create an indexing methodology – how is the batch going to be broken out and who does it get assigned to.
- Document security requirements – is restricted information going to be ingested into the ECM solution and what are the security requirements.
- Review search patterns – how will documents will be searched, what documents need to be included from a full-text search standpoint.
- Consult with the Archivist to gather retention schedules for all documents included in the taxonomy
- Review legacy paper documents and separate documents into active and non-active piles – assign priority to the document conversion based on Organizational benefit (See section [Backfile Conversion](#) for additional details).
- Analyze the existing workflow and how documents are processed
- Document and communicate a formal paper process across divisions
- Standardize processes across the agency
- Create a repeatable Quality Assurance process that all divisions use
- IT Infrastructure –
 - Procure and provision hardware resources needed for the ECM Solution
- Create an Implementation Plan:
 - Includes schedules for procuring hardware, software, and services (backfile, professional services, etc.)
 - Review resources needed to complete the project
 - Define roles and responsibilities
 - Include integration – how will the systems integrate from an API, email, and indexing standpoint
 - Include Training requirements – course training
 - Plan for the conversion process – backfile conversion
 - Begin documenting test plans and test cases

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- Focus on user by documenting procedures, system documentation, and end-user training
- Execute the Implementation Plan – monitor the results and measure against agency goals
- Post Implementation – includes ongoing System maintenance activities

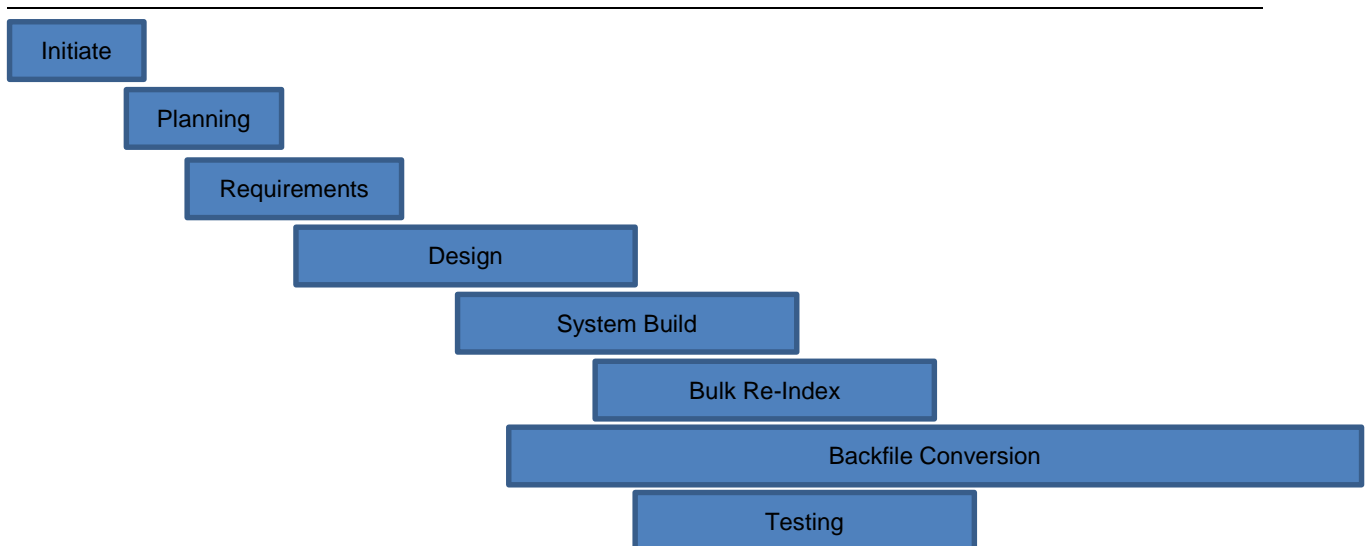
• ECM IMPLEMENTATION ROAD MAP

So now that we have defined the parts necessary for a successful ECM Solution, how do we get there? Implementing ECM is a task that doesn't occur overnight. Proper planning, resource allocation, and decision making are all issues that affect project timelines.

With the proper sponsorship and resources, the agency should plan for the implementation to take at least 18 to 36 months in duration.

Based on current knowledge, the following section provides DNREC with a template to use for planning purposes. In addition, an estimated timeline for each activity is provided below:

- Sample project plan – see [Appendix J: Sample Implementation Plan](#)
- ECM Implementation Roadmap – the below diagram represents a sample Roadmap for DNREC to follow.
 - Initiation Phase including getting Business Case Approved by DTI – 2 months
 - Planning Phase – 3 months
 - Requirements Phase – 2 months
 - Design Phase – 3 months
 - System Build Phase – 3 months
 - Bulk Re-Index Process – 4 months
 - Backfile Conversion – 24 months to 48 months
 - Testing Phase – 2 months
 - Production – 3 months



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Production

Jan-2014

July-2016

• OPTICAL IMAGE TECHNOLOGY PRICE ESTIMATE

This section provides DNREC with estimated pricing for DocFinity to be the ECM Solution. The pricing below includes additional module costs, as well as estimates for Professional Services to assist with the Implementation.

If DNREC chooses to move forward with DocFinity, a formal quote for services will be generated for the exact work requested.

DocFinity Software Costs			
DocFinity Module Description	Cost	Qty	Total
Business Process Model (BPM)	25,000	1	\$ 25,000.00
Records Management	25,000	1	\$ 25,000.00
DocFinity eForms	20,000	1	\$ 20,000.00
Kodak Capture Pro (server edition)	10,000	1	\$ 10,000.00
Kodak Capture Pro (desktop edition)	4,000	2	\$ 8,000.00
DocFinity Concurrent Users (from 75 to 100)	650	25	\$ 16,250.00
TOTAL DOCFINITY SOFTWARE COSTS			\$ 104,250.00
MAINTENANCE COSTS			\$ 20,850.00
GRAND TOTAL SOFTWARE AND MAINTENANCE COSTS			\$ 125,200.00

DocFinity Service Costs			
DocFinity Service Description	Cost	Qty	Total
DocFinity Consulting Services	200	600	\$ 120,000.00
TOTAL DOCFINITY SERVICE COSTS			\$ 120,000.00

• ECM COST ESTIMATE (TCO)

This section provides DNREC with estimated costs for deploying ECM at the Enterprise Level. Specifically this section focuses on the following topics:

- **Estimated Total Cost of Ownership (TCO)** – includes initial investments costs, hardware, software fees, and consulting charges
- **Return on Investment (ROI)** – provides a list of items that can potentially impact DNREC's ROI

Estimated Total Cost of Ownership (TCO)

This section provides an estimate of costs for deploying ECM at the enterprise level.

Please note that these costs are estimates, depending on direction, DNREC should request formal quotes to services and capital expenses and create a final TCO report.

Initial Investment: (numbers in parenthesis indicate additional costs if OnBase solution is adopted; numbers in red indicate Docfinity only costs)

Item	Cost Year 1	Cost Year 2	Cost Year 3	Total Cost
<i>(Cost of Onbase Software if we decide not to use the current Docfinity product)</i>	(\$539,000)			(\$539,000)
<i>(Professional Services if Onbase software is adopted)</i>	(\$290,000)	(\$125,000)		(\$415,000)
Cost of servers and storage devices (including a redundant system and a Disaster Recovery System)	\$100,000	\$100,000	\$100,000	\$300,000
Scanners – large format scanner	\$40,000	\$40,000		\$80,000

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50" monitors- 2	\$10,000			
Scanners – others (TBD) - \$5,000 per	\$80,000	\$80,000	\$40,000	\$200,000
Second Monitors for 850 employees	\$60,000	\$60,000	\$30,000	\$150,000
Software for workflow, OCR etc if Docfinity is continued to be used	\$125,000			\$125,000
Consulting charges if Docfinity is continued to be used	\$120,000			120,000
IT FTE	\$120,000	\$120,000	\$120,000	\$360,000
TOTAL- Docfinity solution	\$655,000	\$400,000	\$290,000	\$1,345,000
TOTAL – OnBase solution	\$1,239,000	\$400,000	\$290,000	\$1,929,000
Annual Maint. Cost	\$253,000	\$253,000	\$253,000	

Ongoing Maintenance:

- Replacement of servers/Storage once in 4 years - \$300,000 (annualized cost of \$75,000)
- Replacement of monitors once in 5 years - \$150,000 (annualized cost of \$30,000)
- Replacement of scanners once in 5 years - \$100,000 (annualized cost of \$20,000)
- Replacement of Large format scanners once in 5 years- (\$16,000 per year)
- Replacement of 50" monitors -\$2,000
- Annual fees scanner maintenance - \$18,000
- Annual Software maintenance cost - \$92,000
- Total Annual maintenance cost - \$253,000

Return on Investment (ROI)

As noted above, the investment of an ECM system is significant. So what is the best way to quantify the potential impact of ECM within the Organization? The below list provides some methods that ECM impacts the organization.

Likely Benefits that could accrue:

- Ease in access to documents by DNREC employees from their desktops resulting in improved efficiency
- Elimination of copying of documents for multiple recipients saving copying costs
- Saving of physical storage space for documents resulting more space becoming available for employee offices
- Access to documents in case of a disaster since backup copies of electronic documents can be easily stored at remote locations
- Reduction/Elimination in FOIA requests for documents resulting in saving of manpower spent in responding to FOIA requests
- Elimination of misplaced or lost paper documents
- Access to information from anywhere at any time for DNREC employees and public self service
- Overall savings to businesses since they will not have to travel to DNREC offices to make copies of documents pursuant to a FOIA request where the volume of the documents is large.

Likely Obstacles that need to be overcome:

- Resistance to change by employees – transition from paper to electronic can take a while
- Training of staff in scanning and indexing documents properly
- Initial capital investment for software (if we decide not use the current Docfinity software), hardware such as storage for servers, scanners for scanning documents and a 2nd monitor for employees to facilitate easy viewing of electronic documents, and development of applications for integration to existing databases (these costs will be easily recouped through increase in productivity of employees, saving of copying costs and saving in responding to FOA requests)

APPENDICES: The appendices of this report have been removed as it was determined that this data added no value to the evaluation and proposals under this contract. However, these appendices are available upon request.